JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, SEPTEMBER 3, 2024
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

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

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Mary Price Requested To Speak On Continued Questions. Fiscal Accountability, Conflicts, Etc

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The August 19, 2024, Joplin City Council Meeting

      Documents:

      AUGUST 19, 2024 MINUTES.PDF

   2. Minutes Of The August 26, 2024, Special City Council Meeting

      Documents:

      AUGUST 26, 2024 SPECIAL MEETING MINUTES.PDF

   3. COUNCIL BILL NO. 2024-508
      AN ORDINANCE authorizing the City of Joplin to enter into a supplemental Transportation Enhancements Funds Program Agreement with the Missouri

Highways and Transportation Commission for the construction of the Grand Falls Trail Project in the City of Joplin; authorizing the City Manager or his designee to execute said supplemental agreement for and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2024-508.PDF

9. Resolutions

1. RESOLUTION NO. 2024-015
A RESOLUTION of the City of Joplin, Missouri, stating the intent to pursue a United States Department of Transportation Railroad Crossing Elimination Grant in the amount of $12,800,000.00 for the Central City Railroad Elimination Project; and, committing to the match funding for the remainder of the project, which is $3,200,000.00 for a total project cost of $16,000,000.00.

Documents:

RESOLUTION 2024-015 SUMMARY SUPPORT FOR RAILROAD ELIMINATION GRANT APPLICATION.PDF
RESOLUTION 2024-015 SUPPORT FOR RAILROAD CROSSING ELIMINATION GRANT APPLICATION.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO 2024-136
AN ORDINANCE authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area Public Transit System (MAPS); and containing an emergency clause.

Documents:

CB2024-136 OPERATING ASSISTANCE GRANT FOR MAPS SUMMARY SHEET.PDF
CB2024-136 OPERATING ASSISTANCE GRANT FOR MAPS.PDF
CB 2024-136 INFO 2024-07-84679 DRAFT.PDF

2. COUNCIL BILL NO. 2024-369
AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 1602 S Byers Ave. in the City of Joplin, Missouri, for Seven Thousand Nine Hundred Seventy-Five dollars ($7,975.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

369 CB 2024 A.PDF
369 CB 2024 B.PDF
369 CB 2924 C.PDF
369 CB 2024.PDF

3. COUNCIL BILL NO. 2024-370
AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 2131 E Nashville Ave. in the City of Joplin, Missouri, for Four Thousand One Hundred Seventy-Five dollars ($4,175.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

370 CB 2024 A.PDF
370 CB 2024 B.PDF
370 CB 2024 C.PDF
370 CB 2024.PDF

4. COUNCIL BILL NO. 2024-371
AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 310 S Connor Ave. in the City of Joplin, Missouri, for Six Thousand Nine Hundred Seventy-Five dollars ($6,975.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

371 CB 2024 A.PDF
371 CB 2024 B.PDF
371 CB 2024 C.PDF
371 CB 2024.PDF

5. COUNCIL BILL NO. 2024-510
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023, to adjust appropriations and containing an emergency clause.

Documents:

CB 2024-510 SUMMARY BUDGET AMENDMENT.PDF
CB 2024-510 BUDGET AMENDMENT ORDINANCE FY2024.PDF
CB 2024-510 SCHEDULE A BUDGET AMENDMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO 2024-119

AN ORDINANCE approving a purchase order for the amount of Seven Hundred Fifty Thousand and 00/100 DOLLARS ($750,000.00) for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project with Ace Pipe Cleaning, Inc. and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2024-119 PO W ACE PIPE FOR 2022 EVAL REHAB SUMMARY (1).PDF
CB2024-119 PO W ACE PIPE FOR 2022 EVAL AND REHAB (1).PDF
WO 2024C COST ESTIMATE AND MAPS FOR COUNCIL (6-10-24) (1).PDF

2. COUNCIL BILL NO 2024-134

AN ORDINANCE approving the City of Joplin to enter into an agreement with Baker Tilly US LLP in the amount of One Hundred Forty Thousand and 00/100 dollars ($140,000.00) approving a contract to complete a Public Works Management and Operations Assessment and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2024-134 PW OP ASSESSMENT SUMMARY (1).PDF
CB2024-134 PW OP ASSESSMENT ORDINANCE.PDF
PW BAKER TILLY MO CONSULTING AGREEMENT_.PDF
4 OVERALL SUMMARY SCORES.PDF

3. COUNCIL BILL NO 2024-135

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Intergovernmental Cooperative Agreement with the City of Webb City, Missouri (Webb City), for the purpose of street construction improvements associated with the Zora Street Improvements project from Range Line Road to MO-249; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2024-135 ICA-WEBB CITY SUMMARY -ZORA ST.PDF
CB2024-135 ICA -WEBB CITY ORDINANCE-ZORA ST.PDF
CB2024-135 INTERGOVERNMENTAL COOP AGREE WITH CITY OF JOPLIN AND WEBB CITY FOR ZORA STREET PHASES.PDF
CB2024-135 ZORA MAP.PDF

4. COUNCIL BILL NO. 2024-281

Authorizing the approval of an Agreement between the City of Joplin and Replica, Inc. for professional planning services related to the creation of the

Joplin Area Transportation Planning Organization's (JATSO) Origin & Destination Study.

Documents:

CB 2024-281 SUMMARY.PDF
2024 REPLICA AGREEMENT.PDF
RFP ORIGIN AND DESTINATION STUDY.PDF
REPLICA RESPONSE TO ORIGIN AND DESTINATION RFP.PDF
RFP TABULATION SHEET.PDF
ORDINANCE 2024-281 REPLICA ORIGIN AND DESTINATION STUDY.PDF

5. COUNCIL BILL NO. 2024-454
AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2024 and running through September 30, 2025, for the amount of up to Seven Hundred Forty Thousand, Two Hundred Fifty Seven Dollars and no Cents ($740,257.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri.

Documents:

CB2024-454-SUMMARY SHEET.PDF
CB2024-454-COUNCIL BILL.PDF
CB2024-454-SUPPLEMENTAL ITEM CONTRACT.PDF

6. COUNCIL BILL NO. 2024-622
AN ORDINANCE approving the applications of 4 State Trucks for the Guilty by Association truck show and concert, Ozark Christian College, for marketing the 2025 conference series, MO-KAN Dragway, for the marketing campaign for the 2025 racing season, Silver Sage Renaissance for the inaugural Silver Sage Renaissance Festival, Branco Enterprises & Neosho Schools, for the Neosho Holiday Basketball Classic, JOMO Pride, Inc., for the 2025 JOMO PrideFest, Mother Road Mayhem, for the 2025 Mother Road Mayhem truck show events, Joplin Trails Coalition for the Maple Leaf Bike Tour, and Newton County Tourism Council for the 2025 marketing campaign 2025 for utilization of FY2025 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

Documents:

ORDINANCE CB2024-622 CVB FY25 GRANT FUNDING.PDF
SUMMARY CB2024-622 CVB FY25 GRANT FUNDING.PDF

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

13. **Unfinished Business**

14. **New Business**

    1. Declare Excess Surplus Property For The Annual City Of Joplin Auction On September 14, 2024

       Documents:

       CITY CLERK AUCTION LIST_REDACTED.PDF

    2. Vote To Go Into Closed Session, Which Shall Pertain To The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information As Set Forth In Section 610.021(3) RSMo, As Amended, 2020, More Specifically For The Purpose Of Evaluating Certain Council Employees. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 29th day of August, 2024 (RSMo 610.020)

JOPLIN CITY COUNCIL
AUGUST 19, 2024
MEETING MINUTES

CALL TO ORDER

The August 19, 2024, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Keenan Cortez.

INVOCATION was read by City Clerk, Holly Nagy

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Connect to Culture.

ROLL CALL

Answering Roll Call were Council Members: Joshua Bard, Doris Carlin, Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Ryan Jackson, Doug Lawson, and Gary Shaw. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

DORA Design Update

Paul Bloomberg, Director of Parks and Recreation and Jay Worshclager from SWT Architecture presented.

Joplin Area Chamber of Commerce Quarterly Update

Travis Stephens, President of the Chamber presented.

Council in the Park Proposal

Nick Edwards, City Manager presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Have a teen getting behind the wheel soon? The Joplin Health Department is hosting a free First Impact teen driver program on Thursday, August 29. The program is designed to reduce the number of motor vehicle fatalities, injuries and accidents among teen drivers through education and support of both the parents and their new driver.

Parents and teenage drivers, whether recent, new, or soon-to-be, can learn more about safe driving together. The event will be held from 6 to 7:30 p.m. at the Joplin Mineral and History Museum at 504 S Schifferdecker Avenue. The class is free, but registration is required.

For more information, call 417-623-6122, ext. 1286, or find the news release on the city's website at joplinmo.org. URL for Course sign up:

https://www.signupgenius.com/go/10C0D4EA5A92CA3FDC16-48304253-keeping

Citizens interested in helping our community have opportunities to get involved with a City Board or Commission. Serving on a board or commission allows citizens to provide input on the policies that shape their government and city. As a volunteer, board members can meet other residents with similar interests, learn about the city, and help shape the community's future.

The City has over 20 organizations that citizens may serve on, and citizens can designate which board or commission they are applying for to offer their services. These groups serve in diverse roles, including assessing needs, reviewing plans and policies, and providing guidance on projects and programs.

Joplin citizens who are registered voters of the State of Missouri may submit applications to serve. The City Council makes appointments to these organizations semi-annually or "as needed". A full listing of the boards and commissions, with openings noted, is available on the City's website, www.joplinmo.org.

Questions can be directed to the City Clerk's office at hnagy@joplinmo.org or 417-624-0820, ext. 1220. The City's annual Auction is set for Saturday, September 14. The Auction begins at 9:30 a.m. and will be held in the Street Maintenance Barn northwest of the Public Works Center on West 2nd Street.

Merchandise to be auctioned will be available for viewing from 1 to 3 p.m. on Friday, September 13, and from 8 to 9:30 a.m. Saturday, September 14, before the start of the auction. Staff is currently gathering and organizing items for the auction. The list will be posted on the City's website in the upcoming weeks. Stay tuned for more details.

CITIZEN REQUESTS AND PETITIONS

Brian Evans spoke on behalf of Mary Price regarding Council, ARPA Grant & other issues.

Brian Evans spoke regarding fiscal accountability of taxpayer money and fair treatment of citizen interests.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-282

Mayor Cortez opened the Public Hearing
Andrew Seamiller spoke in favor of this item.
Norman Cramer, Andrew Cramer spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2024-282

Mr. Copple introduced Council Bill No. 2024-282- AN ORDINANCE providing to vacate an alley way, lying near property described as 1036 S Range Line Rd, City of Joplin, Jasper County, Missouri. (Requested by Seneca Enterprises, LLC. Planning and Zoning Commission recommended approval). Motion by Mr. Copple second by Dr. Farnham that Council Bill No. 2024-282 be **tabled** and sent back to Zoning and Planning Commission for reconsideration of newly proposed truck route. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

A break was taken at 8:22 PM. Reconvened at 8:30 PM.

CONSENT AGENDA

Motion by Mr. DeTar, second by Mr. Bard to approve the Consent Agenda. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

Minutes of the August 5, 2024, City Council meeting

COUNCIL BILL NO. 2024-002- AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein. **Ordinance No. 2024-095.**

COUNCIL BILL NO. 2024-126 - AN ORDINANCE approving the issuance of a Purchase Order to Armor Equipment (Sourcewell Contract #101221-SCA), in the amount of Three Hundred Twelve Thousand Nine Hundred Thirty-Eight Dollars and 89/100 Cents ($312,938.89) for the purchase of a 2024 800-HDR-ECO Series IV Truck Mounted High Pressure Sewer Cleaner; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this ordinance shall become effective. **Ordinance No. 2024-096.**

COUNCIL BILL NO. 2024-130 - AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Goins Enterprises, Inc. in the amount of One Million, Seven Hundred Seventy-Seven Thousand, Seven Hundred and 00/100 DOLLARS ($1,777,700.00) for the Tin Cup Lift Station and Pressure Line Improvement Section 1 (Lift Station) and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and setting a date when the ordinance shall become effective.
Ordinance No. 2024-097.

COUNCIL BILL NO. 2024-131 - AN ORDINANCE approving Amendment 1 to Work Authorization AND-15th ST. EXT-001 with OWN, Inc. (formerly Anderson Engineering) in the not to exceed amount of One Hundred Sixty-Five Thousand Four Hundred Ninety-Nine and 00/100 dollars ($165,499.00) for professional engineering services for the East 15th Street Extension project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. **Ordinance No. 2024-098.**

COUNCIL BILL NO. 2024-279 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation to administer all activities and complete the Joplin Homeowners Rehabilitation Program provided through a American Rescue Plan Act (ARPA) Community Revitalization Program; authorizing the City Manager to execute same on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this Ordinance shall become effective. **Ordinance No. 2024-099.**

COUNCIL BILL NO. 2024-616 - AN ORDINANCE approving a contract by and between the City of Joplin and Bentek, LLC, a Florida limited liability company in the not to exceed amount of $50,000 for Benefit Administration SaaS and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this ordinance shall become effective. **Ordinance No. 2024-100.**

COUNCIL BILL NO. 2024-617 - AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Springfield Sign and Graphics Inc., a Missouri Corporation, d/b/a Springfield Sign, for the purpose of completing three wayfinding projects for the not-to-exceed price of Thirty-One Thousand Four Hundred and Thirty-Seven Dollars ($31,437.00) and authorizing the City Manager to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2024-101.**

COUNCIL BILL NO. 2024-620 - AN ORDINANCE approving a Memorandum of Understanding by and between the City of Joplin Police Department and Ozark Center for the purpose of integrating a social work program within police department. **Ordinance No. 2024-102.**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2024-363

Mr. DeTar introduced Council Bill No, 2024-363 - AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of a lot located at 1202/1204 S Wall Ave. in the City of Joplin, Missouri, for Eight Thousand Nine Hundred Ninety ($8,990.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Bard, that Council Bill No. 2024-363 be passed on an emergency basis. Voting in favor were Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Council Bill was declared adopted and entitled **Ordinance No. 2024-103.**

COUNCIL BILL NO. 2024-364

Mr. Copple introduced Council Bill No. 2024-364 – AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of a lot located at 219 N Pearl Ave. in the City of Joplin, Missouri, for Six Thousand Seven Hundred dollars ($6,700.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Copple second by Ms. Carlin, that Council Bill No. 2024-364 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Council Bill was declared adopted and entitled **Ordinance No. 2024-104**.

COUNCIL BILL NO. 2024-365

Mr. Bard introduced Council Bill No. 2024-365 – AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 2025 S Byers Ave. in the City of Joplin, Missouri, for Four Thousand dollars ($4,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Bard second by Mr. Jackson, that Council Bill No. 2024-365 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Council Bill was declared adopted and entitled **Ordinance No. 2024-105**.

COUNCIL BILL NO. 2024-366

Mr. Copple introduced Council Bill No. 2024-366 – AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 810 Missouri Ave. in the City of Joplin, Missouri, for Four Thousand Five Hundred dollars ($4,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Copple second by Mr. Bard, that Council Bill No. 2024-366 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Council Bill was declared adopted and entitled **Ordinance No. 2024-106**.

COUNCIL BILL NO. 2024-367

Mr. DeTar introduced Council Bill No. 2024-367 – AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 320 S Winfield Ave. in the City of Joplin, Missouri, for Four Thousand Nine Hundred Twenty-one dollars ($4,921.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. DeTar second by Ms. Carlin, that Council Bill No. 2024-367 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Council Bill was declared adopted and entitled **Ordinance No. 2024-107**.

COUNCIL BILL NO. 2024-621

Mr. Bard introduced Council Bill No. 2024-621 – An Ordinance approving a Memorandum of Understanding (MOU) by and between the City of Joplin and the City of Carthage for participation in the Missouri Division of Tourism, Marketing Match Grant Program, in the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Bard second by Mr. DeTar, that Council Bill No. 2024-621 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Council Bill was declared adopted and entitled **Ordinance No. 2024-108**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2024-508

Mr. Jackson introduced Council Bill No. 2024-508 - AN ORDINANCE authorizing the City of Joplin to enter into a supplemental Transportation Enhancements Funds Program Agreement with the Missouri Highways and Transportation Commission for the construction of the Grand Falls Trail Project in the City of Joplin; authorizing the City Manager or his designee to execute said supplemental agreement for and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. Jackson, second by Dr. Farnham that Council Bill No. 2024-508 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

SECOND AND THIRD READING

COUNCIL BILL NO. 2024-277

Mr. Copple introduced Council Bill No. 2024-277 - AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with ALLO Communications LLC, a Nebraska limited liability company, for the purpose of ALLO installing, maintaining, and operating facilities for communications related services including but not limited to wholesale broadband transmission service to Internet Service Providers within the City's Rights-of-Way and ensuring compliance with the City's requirements of such use of City property; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. Copple, second by Mr. Bard that Council Bill No. 2024-277 move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. **Ordinance No. 2024-109.**

COUNCIL BILL NO. 2024-278

Mr. DeTar introduced Council Bill No. 2024-278 - AN ORDINANCE approving the First Amendment for Consulting Services "First Amendment" and Work Authorization 3 with Alvarez and Marsal Infrastructure and Capital Projects LLP to provide administrative services for Phase 2 implementing broadband and connectivity solutions in the not to exceed amount of Eight Hundred Thirty-Six Thousand Eight Hundred Ninety-Seven Dollars and No Cents ($836,897.00) and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Ms. Carlin that Council Bill No. 2024-278 move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. **Ordinance No. 2024-110.**

COUNCIL BILL NO. 2024-619

Mr. Lawson introduced Council Bill No. 2024-619 - AN ORDINANCE approving a CMAR Contract by and between the City of Joplin and Branco Enterprises Inc., for general conditions, terms, and pre-construction services of the Ewert Splash Park Project; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin. Motion by Mr. Lawson, second by Mr. DeTar that Council Bill No. 2024-619 move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Lawson and Shaw, 8. Nay: Jackson, 1. **Ordinance No. 2024-111.**

UNFINISHED BUSINESS

NEW BUSINESS

Declare Excess Surplus Property for the Annual City of Joplin Auction on September 14, 2024.

Motion by Mr. DeTar, second by Mr. Bard to declare excess surplus property for the annual city of Joplin Auction on September 14, 2024. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 9.

Motion by Mr. Lawson, second by Mr. DeTar that item concerning the disposition of the old freeman hospital at 2028 South Seargent to come back in front of the full council once again.

Discussion ensued. Mr. Jackson is in disagreement with bringing the item back. Mr. Jackson stated that it is his belief that the item should go back to the Building Board of Appeals. Mr. Copple asked about the history of this building going to the Building Board of Appeals. Mr. Bard also expressed disagreement with bringing the item back.

Voting in favor were Council Members: Carlin, Copple, Cortez, DeTar, Lawson and Shaw, 6. Nays: Bard, Farnham, Jackson, 3. This item will come back at a future Council meeting with a new Council Bill number.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2020, more specifically for the purpose of evaluating certain Council employees. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Motion by Mr. Jackson, second by Mr. Shaw to go into closed session. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

The meeting was adjourned at 9:34 p.m.

Respectfully,

Holly Nagy
City Clerk

JOPLIN CITY COUNCIL
AUGUST 26, 2024
SPECIAL MEETING MINUTES

CALL TO ORDER
The August 26, 2024, special meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Keenan Cortez.

READING OF SPECIAL CALL
Holly Nagy, City Clerk read the Special Call.

ROLL CALL
Answering Roll Call were Council Members: Joshua Bard, Doris Carlin, Charles Copple, Keenan Cortez, Josh DeTar, Ryan Jackson, Doug Lawson, and Gary Shaw. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

Absent: Mark Farnham

Motion by Mr. DeTar, second by Mr. Jackson to excuse the absence of Dr. Farnham. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson and Shaw, 8. Absent: Farnham, 1.

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING ON THE 2024-2025 Property Tax Rate
Mayor Cortez opened the Public Hearing
No one spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

ORDINANCES – EMERGENCY
COUNCIL BILL NO. 2024-509
Mr. DeTar introduced Council Bill No, 2024-509 - AN ORDINANCE levying taxes in the City of Joplin, Missouri for the year 2024 in the amount of Seventeen and Forty-Six Hundredths Cents ($0.1746) on One Hundred Dollars of valuation of all real property in said City, and levying taxes in the Joplin Public Library District for the year 2024 in the amount of Twenty-Four and Fifty-Nine Hundredths Cents ($0.2459) on One Hundred Dollars of valuation of all real property in said District; and, containing an emergency clause. Motion by Mr. DeTar, second by Mr. Lawson, that Council Bill No. 2024-509 be passed on an emergency basis. Voting in favor were Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Jackson, Lawson and Shaw, 8. Absent: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-112.**

The meeting was adjourned at 6:06 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-508 – Authorizing the City to enter into a supplemental Transportation Enhancements Funds Program Agreement for the Grand Falls Trail Project

MEETING DATE
August 19, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2024-508 Ordinance; Transportation Enhancements Funds Program Agreement; Grand Falls Trail Map

REVIEWED BY
Department Head: Leslie Haase; Public Works Director: Dan Johnson; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill authorizes the City to enter into a supplemental Transportation Enhancements Funds Program Agreement (TAP) for the Grand Falls Trail Project.

BACKGROUND
The voters of Joplin approved the Grand Falls Trail Project as a part of the Parks and Stormwater Sales Tax initiative in 2011. The Grand Falls Trail will connect McIndoe Park to Grand Falls. The hiking, walking, nature, bicycle trail will be approximately 1.2 miles along scenic Grand Falls and will be ADA compliant hard-surfaced construction. The estimated cost of the Grand Falls Trail Project is $1,396,005.00. The TAP funding will provide 43%, not to exceed $600,000.00, of the cost of construction. This project will continue to build Joplin's trail system throughout the community, while improving safety along Shoal Creek by providing an alternative transportation route for walkers, bikers and rollers.

This project has already been designed. It is anticipated this project will be bid this fall with an estimated completion date of May 2025.

FUNDING SOURCE
This project is included in the Parks & Stormwater Sales Tax Fund.

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

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 03/24 (TLP)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP – 3200(719)
Award Year: SFY 2025
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENTS FUNDS
PROGRAM AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin (hereinafter, “City”).

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: Construction of a multi-use trail at Grand Falls in Joplin.The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments

made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(5) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(6) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(7) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(8) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq*.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq*.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (8) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(9) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(10) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(11) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(12) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(13) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term “the City” is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as

stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(14) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(15) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(16) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(17) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be forty-three percent (43%) not to exceed $600,000 (Six hundred thousand dollars). The

calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(21) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(22) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A

person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(23) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(26) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(27) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars ($750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars ($750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(28) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

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

Executed by the City this _____ .

Executed by the Commission this _____ .

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: _____

Title: _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

Approved as to Form:

By:_____

Title: _____

Ordinance No. _____

Exhibit A - Location of Project



Exhibit B – Project Schedule

Project Description: Construction of multi-use trail from McIndoe Park to Grand Falls in Joplin. TAP-3200(719)

Task	**Date**
Date funding is made available or allocated to recipient	08/2024
Solicitation for Professional Engineering Services	11/2024
Engineering Services Contract Approved	02/2025
Preliminary and Right-of-Way Plans Submittal (if Applicable)	08/2025
Plans, Specifications & Estimate (PS&E) Submittal	02/2026
Plans, Specifications & Estimate (PS&E) Approval	03/2026
Advertisement for Letting	04/2026
Bid Opening	05/2026
Construction Contract Award or Planning Study completed	06/2026

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

To be inserted upon execution

Grand Falls Trail Location Map

N

GLENDALE

46TH

GRAND

SUBURBAN

VALLEYVIEW

RIVERSIDE

GLENDALE

McIndoe Park

JACKSON

DEER

MURPHY

Grand Falls

COUNCIL BILL NO. 2024-508 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a supplemental Transportation Enhancements Funds Program Agreement with the Missouri Highways and Transportation Commission for the construction of the Grand Falls Trail Project in the City of Joplin; authorizing the City Manager or his designee to execute said supplemental agreement for and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

WHEREAS, the voters of the City of Joplin approved the Grand Falls Trail Project in the Parks and Stormwater Sales Tax initiative; and,

WHEREAS, the City applied for the Missouri Transportation Enhancements Funds Program (TAP 3200-719) and was awarded $600,000.00 for the construction of the Trail; and,

WHEREAS, the City Council desires to accept the funds and enter into the supplemental agreement with the Missouri Highways and Transportation Commission.

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

Section 1. That the City of Joplin enter into a supplemental Transportation Enhancements Funds Program Agreement (TAP 3200-719) in the amount of forty-three percent (43%) not to exceed Six Hundred Thousand Dollars and No Cents ($600,000.00) for the construction of the Grand Falls Trail Project, a true and accurate copy of said agreement being attached hereto, be and the same is hereby approved.

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

Section 3. That this Ordinance shall become effective on September 4, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2024-015 – Approval for the support of the intent to apply for a $12,800,000.00 Railroad Crossing Elimination Grant and committing to the matching portion for the remainder of the project

MEETING DATE
September 3, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2024-015

REVIEWED BY
Department Head: Leslie Haase; Public Works Director: Dan Johnson; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Resolution grants approval for the support of the City's intent to apply for a $12,800,000.00 Railroad Crossing Elimination Grant and committing to the matching portion in the amount of $3,200,000.00.

BACKGROUND
Through the Bipartisan Infrastructure Law (BIL), the United States Department of Transportation is seeking projects to be funded under the Railroad Crossing Elimination Grant. Eligible projects include railroad grade separation or closure, including through the use of a bridge, embankment, tunnel, or combination thereof; track relocation; improvement or installation of protective devices, signals, signs, or other; measures to improve safety related to a separation, closure, or track relocation project; or, other means to improve the safety if related to the mobility of people and goods at highway-rail grade crossings (including technological solutions).

The grant application is due by September 23, 2024. The Project covered by this grant will be the elimination of the railroad crossing located on Central City Road between 20th Street and 32nd Street. The budgeted total cost for this project is $16 million. This grant requires a minimum 20% match, or $3.2 million, which will be funded through Transportation Sales Tax.

With this resolution, Council is committing to the U.S. Department of Transportation that upon grant award, the City will construct the project within the grant timeline, provide the matching funds to complete the project and be the owner of the project.

FUNDING SOURCE
The Transportation Sales Tax Fund will provide the grant match for this project, if awarded.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2024-015

A RESOLUTION of the City of Joplin, Missouri, stating the intent to pursue a United States Department of Transportation Railroad Crossing Elimination Grant in the amount of $12,800,000.00 for the Central City Railroad Elimination Project; and, committing to the match funding for the remainder of the project, which is $3,200,000.00 for a total project cost of $16,000,000.00.

WHEREAS, through the Bipartisan Infrastructure Law (BIL), the United States Departmnt of Transportation is seeking projects to be funded under the Railroad Crossing Elimination Grant; and,

WHEREAS, the City is pursuing $12,800,000.00 from the grant for the Central City Railroad Elimination Project; and,

WHEREAS, the Railroad Crossing Elimination grant requires a grant funding assurance resolution; and,

WHEREAS, the City Council of Joplin, Missouri, desires to apply for the Railroad Crossing Elimination Grant to eliminate the at-grade railroad crossing on Central City Road between 20th Street and 32nd Street.

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

Section 1. The City of Joplin, Missouri is committed to funding the matching portion of the Central City Railroad Elimination Project, if the Railroad Crossing Elimination Grant is awarded to the City.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, hereby is authorized to prepare and submit documents which are necessary in applying for the Railroad Crossing Elimination grant funding.

Section 3. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin, Missouri to be affixed this 3rd day of September 2024.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-136: Approval of Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area Public Transit System (MAPS); and, containing an emergency clause

MEETING DATE
September 3, 2024

ORIGINATING DEPARTMENT
Public Works

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

ATTACHMENTS
Council Bill No. 2024-136; Agreement from Missouri Highways and Transportation Commission.

SUMMARY
Approval of an Ordinance authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for State funds of One Hundred One Thousand One Hundred Twenty-One Dollars and 25/100 Dollars ($101,121.25) to be used for operating assistance for the Metro Area Public Transit System (MAPS) and containing an emergency clause.

BACKGROUND
The City of Joplin has operated the Metro Area Public Transit System (MAPS) since 1998 and the Sunshine Lamp Trolley since 2007. MAPS provides curb-to-curb public transit to residents of the Metropolitan Planning Organization (MPO) and the Sunshine Lamp Trolley provides deviated fixed route service within the City of Joplin.

DISCUSSION
MAPS and the Sunshine Lamp Trolley are funded by a combination of rider fares, donations, and the financial participation of other communities in the MPO. Additionally, the Federal Transit Administration (FTA) reimburses the city for capital and operational expenses at 80% and 50%, respectively. These FTA funds require a local match to qualify. The funds being offered by the State of Missouri are unique in that they do not require local matching funds. The State is offering $101,121.25 in grant funds during the period of July 1, 2024, to June 30, 2025.

RECOMMENDATION
City staff recommends approval of Council Bill 2024-136 to accept a MODOT Grant on an emergency basis per Section 2.12 (4) of the Joplin City Charter.

COUNCIL BILL NO. 2024-136 ORDINANCE NO.

AN ORDINANCE authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area Public Transit System (MAPS); and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and the Missouri Highways and Transportation Commission for state funds in the amount of One Hundred One Thousand One Hundred Twenty-One and 25/100 Dollars ($101,121.25) to be used for operating assistance for the Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley.

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

Section 3. That the City of Joplin, Missouri, understands that the grant funds do not require a local match.

Section 4. That this Ordinance is an emergency within the meaning of Section 2.12 (4) of the Home Rule Charter of the City of Joplin, Missouri, and shall be in full force and effect immediately after its passage and approval. Specifically, this Council Bill needs approved so grant funds can be drawn down.

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

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CCO Form: MO79
Approved: 06/96 (RMH)
Revised: 05/24 (MWH)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PUBLIC TRANSIT OPERATING
ASSISTANCE GRANT AGREEMENT

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

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Grantee as appropriated from the State Fund and to set forth the conditions upon which the assistance will be provided;

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

(1) SCOPE OF WORK: The Grantee shall provide general public transportation in accordance with the "Missouri State Transit Assistance Application" which is attached and made a part of this Agreement as Attachment A.

(2) AMOUNT OF GRANT: The Commission awards the Grantee the sum of **one hundred one thousand one hundred twenty-one dollars and twenty-five cents ($101,121.25)** during the period from July 1, 2024, to June 30, 2025.

(3) PERFORMANCE OF AGREEMENT: The Grantee shall immediately notify the Commission in writing of any condition or event which may significantly affect its ability to perform the required activities in accordance with the provisions of this Agreement.

(4) RETENTION AND AUDIT OF RECORDS:

(A) The Grantee shall maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its representatives during the period of this Agreement and any extension thereof, and for three (3) years after the date of final payment made under this Agreement.

(B) The Grantee shall submit to the Commission such data, reports, documents, and other information relating to the Grantee's activities as the Commission may require at any time.

DRAFT

(C) At any time during or after the grant period provided in this Agreement, the Commission may inspect, copy, and audit all records possessed by or available to the Grantee, which may be pertinent to this Agreement. If the Commission notifies the Grantee of its specific intention to inspect, copy or audit any of these records, then the Grantee shall retain all of the records pertinent to this Agreement until the Commission notifies the Grantee that it has completed its inspection, copying, or audit.

(5) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Grantee shall submit to the Commission for review, comment and approval all contracts for services included in the Public Transportation Budget and Service Statement to be provided to the Grantee by a third party.

(B) The Commission shall not be liable to contractors or subcontractors of the Grantee or any other person not a party to this Agreement in connection with the performance of the project.

(6) PAYMENTS:

(A) Limitations on Commission Contribution: Funds made available to the Commission and the Grantee are subject to appropriations made by the General Assembly. In the event state funds available to the Commission are reduced so that the Commission is incapable of completely satisfying its obligations to all the Grantees for the current state fiscal year, the Commission may recompute and reduce this grant. When added to federal operating assistance funds available and applied to the same operating period, the maximum Commission payment on any monthly or quarterly request shall not cause the total of state and federal operating assistance to exceed the amount of operating assistance for which the Grantee would have qualified in federal funds had additional federal funds been available.

(B) Progress Payments: Progress payments, based upon actual allowable costs, for not less than one (1) month and for no more than three (3) months may be made upon receipt of an itemized invoice from the Grantee in an appropriate format approved by the Commission. The itemized invoice shall be reviewed by the Commission prior to payment and must include a certification that costs have been incurred in the performance of the Agreement and a record of the actual costs. Any costs deemed ineligible for reimbursement by the Commission in accordance with the terms of this Agreement shall be deducted from the itemized invoice before payment is made. Any rejected or unaccepted costs shall be borne by the Grantee.

(C) Availability of Funds: The Commission's duty to pay the Grantee as provided in this Agreement is subject to the availability of funds appropriated by the Missouri General Assembly to and from the State Transportation Fund and any subsequent directives mandated by the Governor regarding the withholding of appropriations.

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(7) ASSIGNMENT: The Grantee shall not assign, transfer or delegate any interest in this Agreement, or its performance of any work required by this Agreement, without the prior written consent of the Commission.

(8) INDEMNIFICATION: To the extent allowed or imposed by law, the Grantee shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation ("MoDOT" or "Department") employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(9) INSURANCE:

(A) The Grantee is required or will require any contractor procured by the Grantee to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(10) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Grantee, the Commission may suspend or terminate all or part of the financial assistance provided for in this Agreement when the Grantee is, or has been, in violation of any of the terms of this Agreement.

(11) COMMISSION'S REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

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(12) NONDISCRIMINATION CLAUSE: The Grantee shall comply with all state and federal statutes applicable to the Grantee relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §2000d and §2000e, *et seq*.); and with every applicable provision of the "Americans with Disabilities Act" (42 USC §12101, *et seq*.).

(13) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state, and federal laws and regulations relating to the performance of this Agreement.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(15) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

(16) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment or supplemental agreement signed and approved by the duly authorized representatives of the Grantee and the Commission.

(17) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(18) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants, or any default which may exist on the part of the Grantee, and the making of any such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with respect to such breach or default.

(19) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

DRAFT

(A) To the Grantee:

City of Joplin
123 S. Main
Joplin, MO 64801
Facsimile No.:417-625-4747

(B) To the Commission:

Missouri Department of Transportation
105 W. Capitol Ave.
Jefferson City, MO 65102
Facsimile No.:573-751-6555

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024- 369, Building Regulations

MEETING DATE
September 3, 2024

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with USA Demolition to remove the structures, and any remaining debris including foundation and footings located at 1602 S Byers Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on September 8, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On August 2, 2024, an advertisement for bids was published in the Joplin Globe with bids being received on August 16, 2024, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Big Johns	$11,600.00
B&D Yardbuilders	$8,215.00
USA Demolition	$7,975.00
Clay Cole Trucking	$10,000.00
Freeman Landworx LLC	$14,525.00

FUNDING SOURCE
This item is covered by the State/City ARPA grant.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to USA Demolition for $7,975.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2024- 369, Photograph of Property, Bid Tabulation

CLOSING DATE:	16-Aug-24	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Hadley/Jo Anne Mergenthaler
Demolition of All Structures		LOCATION:	1602 S Byers Ave

COMPANY	BIDS
B & D Yardbuilders	$8,215.00
Big John's Heavy Equipment	$11,600.00
Freeman's Landworx, LLC	$14,525.00
Nelson's Enterprises	$0.00
USA Demolition	$7,975.00
Clay Cole Trucking	$10,000.00


1602
COUNCIL BILL 2024-369
1602 S BYERS AVE.
2024/08/22




2024/08/22


2024/08/22

COUNCIL BILL NO. 2024-369 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 1602 S Byers Ave. in the City of Joplin, Missouri, for Seven Thousand Nine Hundred Seventy-Five dollars ($7,975.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with USA Demolition in the amount of Seven Thousand Nine Hundred Seventy-Five dollars ($7,975.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1602 S Byers Ave.

Section 2. This item covered by the State/City ARPA grant.

ALL OF THE EAST 91.2 FEET OF LOT NUMBERED TWENTY-EIGHT (28) IN SOUTH JOPLIN LAND COMPANY'S FIRST ADDITION TO THE CITY OF JOPLIN., JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____
Keenan T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024- 370, Building Regulations

MEETING DATE
September 3, 2024

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with USA Demolition to remove the structures, and any remaining debris including foundation and footings located at 2131 E Nashville Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on September 3, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On July 5, 2024, an advertisement for bids was published in the Joplin Globe with bids being received on July 19, 2024, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Big Johns	$5,900.00
B&D Yardbuilders	$4,619.00
USA Demolition	$4,175.00
Freeman Landworx LLC	$5,722.00
Clay Cole Trucking	$6,000.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2023-24 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to USA Demolition for $4,175.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2024- 370, Photograph of Property, Bid Tabulation

CLOSING DATE:	16-Aug-24	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Hadley/Jo Anne Mergenthaler
Demolition of All Structures		LOCATION:	2131 E Nashville Ave

COMPANY	BIDS
B & D Yardbuilders	$4,619.00
Big John's Heavy Equipment	$5,900.00
Freeman's Landworx, LLC	$5,722.00
Nelson's Enterprises	$0.00
USA Demolition	$4,175.00
Clay Cole Trucking	$6,000.00

COUNCIL BILL 2024-370
2131 NASHVILLE AVE.









COUNCIL BILL NO. 2024-370 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 2131 E Nashville Ave. in the City of Joplin, Missouri, for Four Thousand One Hundred Seventy-Five dollars ($4,175.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with USA Demolition in the amount of Four Thousand One Hundred Seventy-Five dollars ($4,175.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2131 E Nashville Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 2131 E Nashville Ave.

ALL OF LOT NUMBERED FORTY-THREE (43) IN PARKVIEW ADDITION TO THE CITY OF JOPLIN., JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____
Keenan T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024- 371, Building Regulations

MEETING DATE
September 3, 2024

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with USA Demolition to remove the structures, and any remaining debris including foundation and footings located at 310 S Connor Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on May 29, 2024. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On July 5, 2024, an advertisement for bids was published in the Joplin Globe with bids being received on July 19, 2024, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Big Johns	$10,499.00
B&D Yardbuilders	$7,908.00
USA Demolition	$6,975.00
Freeman Landworx LLC	$15,125.00
Clay Cole Trucking	$8,500.00

FUNDING SOURCE
This item covered by the State/City ARPA grant.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to USA Demolition for $6,975.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2024- 371, Photograph of Property, Bid Tabulation

CLOSING DATE:	16-Aug-24	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Hadley/Jo Anne Mergenthaler
Demolition of All Structures		LOCATION:	310 S Connor Ave

COMPANY	BIDS
B & D Yardbuilders	$7,908.00
Big John's Heavy Equipment	$10,499.00
Freeman's Landworx, LLC	$15,125.00
Nelson's Enterprises	$0.00
USA Demolition	$6,975.00
Clay Cole Trucking	8500


COUNCIL BILL 2024-371
310 S CONNOR AVE
05/29/2024




08/21/2024



COUNCIL BILL NO. 2024-371 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 310 S Connor Ave. in the City of Joplin, Missouri, for Six Thousand Nine Hundred Seventy-Five dollars ($6,975.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with USA Demolition in the amount of Six Thousand Nine Hundred Seventy-Five dollars ($6,975.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 310 S Connor Ave.

Section 2. This item covered by the State/City ARPA grant.

ALL OF LOT NUMBERED THIRTY-FOUR (34) IN GRAY'S SECOND ADDITION TO THE CITY OF JOPLIN., JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____
Keenan T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-510 – Approving a budget amendment for FY 2024

MEETING DATE
September 3, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2024-510 Ordinance; Schedule "A" Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill amends the adopted 2023-2024 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is an explanation for the items in Schedule A:

- Amending the local government participating grants in the amount of $50,000.00 for the Police Department social worker program.
- Amending the Police Department Administration Motor Vehicle line in the amount of $34,000.00 for the purchase of a vehicle for the social worker program utilizing the grant.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenue by $50,000.00 and expenditures by $34,000.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2024-510 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2023-158 on October 16, 2023, which estimated revenues and appropriated funds for the fiscal year 2023-2024; and,

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing revenue by the total amount of Fifty Thousand Dollars and No Cents ($50,000.00) and by increasing appropriations by the total amount of Thirty-Four Thousand Dollars and No Cents ($34,000.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2023-2024 ADOPTED BUDGET
3-Sep-24

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	Local Grants	001-0000-490-0209	Local Government Participating G	$	50,000	
	Police Administration	001-5501-510-8210	Motor Vehicles			34,000
	Total General Fund			$	50,000	34,000
	Grand Total			$	50,000	34,000

CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM
Council Bill 2024-119 Approval of a purchase order with Ace Pipe Cleaning, Inc. for the Work Order No. 24C under the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project

MEETING DATE
September 3, 2024

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB2024-119 Ordinance, Schedule of Work Order Pay Items, Exhibit Map

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves a purchase order with Ace Pipe Cleaning, Inc. for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project in the amount of Seven Hundred Fifty Thousand and 00/100 DOLLARS ($750,000.00).

BACKGROUND
On May 16, 2022, Council Bill No. 2022-121 was passed, approving an agreement with Ace Pipe Cleaning, Inc., (Ace) and a P.O. for Work Order 2022A as part of the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project. Since that time, several work orders to Ace for renewing the City's sanitary sewer system have been issued during the life of this multi-year contract. This is the last year under this current menu-like "Toolbox" contract.

During the life of this contract, all sewers under railroad tracks have been cleaned and evaluated, and where needed, they have been rehabilitated. Additionally, cleaning and relining within specific neighborhood basins has been performed in past years. More recently, minor Work Orders have been issued this fiscal year for performing emergency sewer repair near 6th and Brownell, as well as, performing CCTV inspection of existing stormwater pipes within East Town, as part of the engineering work on the ARPA Stormwater project site.

The work envisioned under this new PO directs Ace to clean and evaluate sewer mains, clear sanitary sewer easements and to rehabilitate existing sanitary sewers in ARPA stormwater sites before that contractor installs stormwater infrastructure over them. All work under this contract will be funded by the City's Sanitary Sewer Rehab Fund No. 415-4542-540-8675.

FUNDING SOURCE
These payments are included in the FY 2023-2024 budget of the Wastewater fund

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading.

COUNCIL BILL NO. 2024-119 **ORDINANCE NO**

AN ORDINANCE approving a purchase order for the amount of Seven Hundred Fifty Thousand and 00/100 DOLLARS ($750,000.00) for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project with Ace Pipe Cleaning, Inc. and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That a purchase order to Ace Pipe Cleaning, Inc. in the amount of Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00), for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said purchase order described in Section 1 of this Ordinance for and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid the sum due from the Sanitary Sewer Fund No. 415-4542-540-8675.

Section 4. That this Council Bill shall have an effective date of September 17, 2024.

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

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

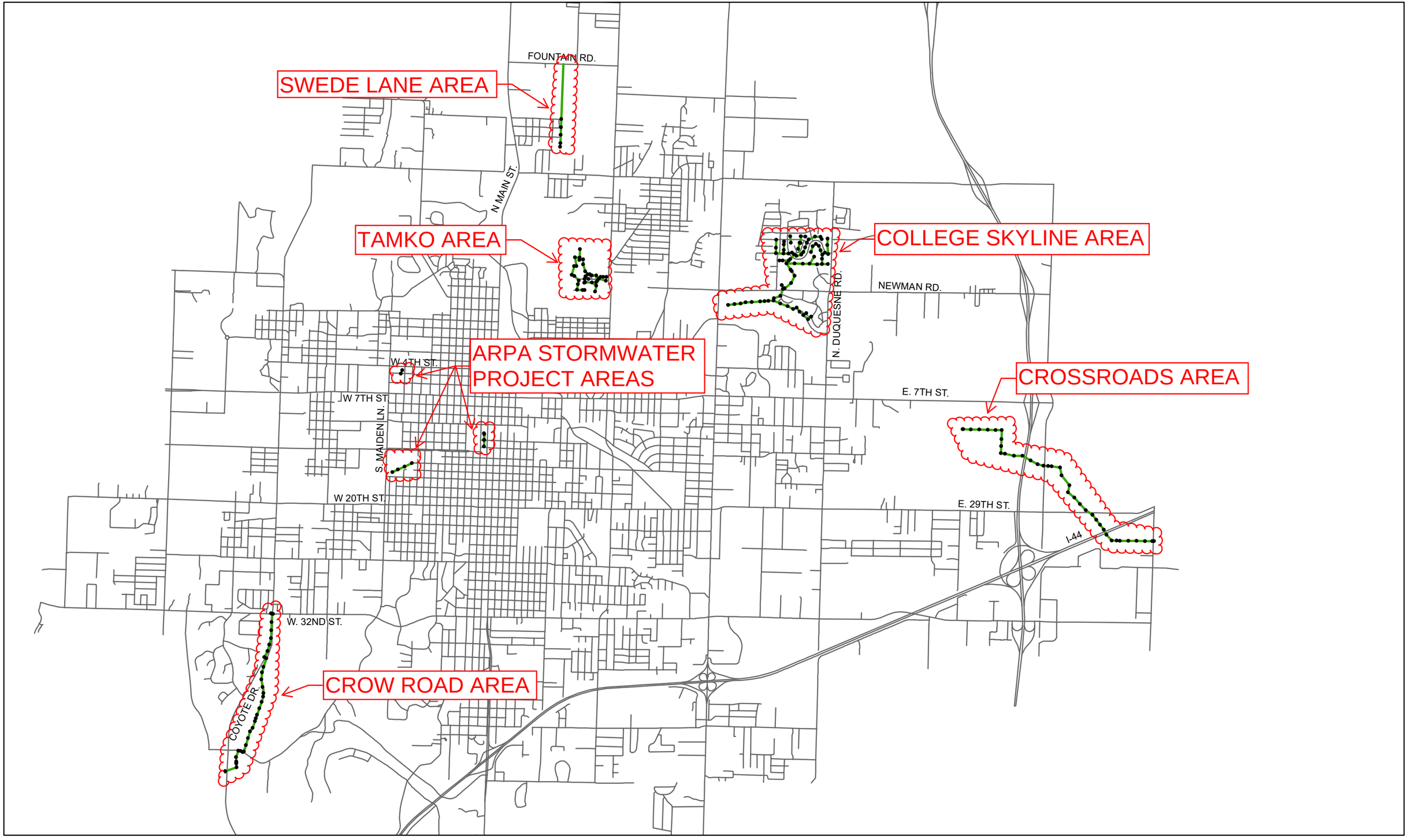
I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund No. 415-4542-540-8675 to pay the amounts called for on the basis of the bids received.

_____

Leslie Haase, Director of Finance

2022 EVALUATION AND REHABILITATION TOOLBOX FOR WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI
WORK ORDER 2024C

ITEM NO.	NO. OF UNITS	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED
1.00	1	LS	Mobilization for Sewer Line Cleaning and Inspection (Ea. WO)	$ 1,500.00	$ 1,500.00
1.01	21,317	LF	6" to 10" Dia. Light Cleaning	$ 1.12	$ 23,875.04
1.02	4,501	LF	12" to 16" Dia. Light Cleaning	$ 1.12	$ 5,041.12
1.03	8,258	LF	18" to 21" Dia. Light Cleaning	$ 1.40	$ 11,561.20
1.05	7,330	LF	30" to 32" Dia. Light Cleaning	$ 3.36	$ 24,628.80
1.06	5,142	LF	36" to 38" Dia. Light Cleaning	$ 3.92	$ 20,156.64
1.09	7,000	LF	6" to 10" Dia. Heavy Cleaning	$ 1.23	$ 8,610.00
1.10	1,001	LF	12" to 16" Dia. Heavy Cleaning	$ 2.02	$ 2,022.02
1.11	2,746	LF	18" to 21" Dia. Heavy Cleaning	$ 5.60	$ 15,377.60
1.13	2,620	LF	30" to 32" Dia. Heavy Cleaning	$ 14.56	$ 38,147.20
1.14	2,350	LF	36" to 38" Dia. Heavy Cleaning	$ 15.68	$ 36,848.00
1.17	21,317	LF	6" to 10" Dia. CCTV Inspection	$ 1.40	$ 29,843.80
1.18	4,501	LF	12" to 16" Dia. CCTV Inspection	$ 1.40	$ 6,301.40
2.17	8,258	LF	18" to 21" Dia. CCTV Inspection	$ 1.40	$ 11,561.20
1.21	7,330	LF	30" to 32" Dia. CCTV Inspection	$ 2.24	$ 16,419.20
1.22	5,142	LF	36" to 38" Dia. CCTV Inspection	$ 2.24	$ 11,518.08
9.00	1	LS	Mobilization for MH to MH CIPP (Ea. WO)	$ 9,000.00	$ 9,000.00
9.01	1,100	LF	8" Dia. CIPP (6 mm Liner Thickness)	$ 31.57	$ 34,727.00
9.03	338	LF	10" Dia. CIPP (6 mm Liner Thickness)	$ 37.18	$ 12,566.84
9.05	1,033	LF	12" Dia. CIPP (6 mm Liner Thickness)	$ 46.01	$ 47,528.33
14.00	1	LS	Mobilization for Trenchless LCR (Ea. WO)	$ 2,500.00	$ 2,500.00
14.01	2	EA	Trenchless LCR Setup Per Manhole to Manhole Segment	$ 500.00	$ 1,000.00
14.02	13	EA	Ambient Steam Cured LCR 8"-12" Main, 4" to 6" Lateral, 18" Long	$ 1,400.00	$ 18,200.00
21.00	1	LS	Mobilization for Open Cut Sewer Line Work 8" to 12" Diameter (Ea. WO)	$ 1,250.00	$ 1,250.00
21.03	1	EA	8" and 10" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	$ 2,550.00	$ 2,550.00
21.04	50	LF	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	$ 118.00	$ 5,900.00
21.09	1	EA	8" and 10" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	$ 3,500.00	$ 3,500.00
21.10	50	LF	8" and 10" Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	$ 165.00	$ 8,250.00
21.11	1	EA	8" and 10" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	$ 4,200.00	$ 4,200.00
21.12	50	LF	8" and 10" Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	$ 235.00	$ 11,750.00
21.15	1	EA	8" and 10" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	$ 4,600.00	$ 4,600.00
21.16	50	LF	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	$ 260.00	$ 13,000.00
21.17	1	EA	8" and 10" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	$ 6,200.00	$ 6,200.00
21.18	50	LF	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	$ 385.00	$ 19,250.00
23.02	4	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Turf	$ 2,850.00	$ 11,400.00
23.05	7	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Alleyway	$ 3,500.00	$ 24,500.00
23.08	4	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Pavement	$ 5,200.00	$ 20,800.00
23.10	22	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	$ 715.00	$ 15,730.00
23.41	20	LF	4" Dia. Sewer Lateral, 0'-6' Deep Under Turf	$ 46.00	$ 920.00
23.42	20	LF	4" Dia. Sewer Lateral, 6'-12' Deep Under Turf	$ 51.00	$ 1,020.00
23.45	100	LF	4" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway	$ 71.40	$ 7,140.00
23.46	20	LF	4" Dia. Sewer Lateral, 12'-18' Deep Under Alleyway	$ 102.00	$ 2,040.00
23.48	20	LF	4" Dia. Sewer Lateral, 6'-12' Deep Under Pavement	$ 127.50	$ 2,550.00
26.00	1	LS	Mobilization for Easement Clearing and Grubbing (Each Work Order)	$ 1,200.00	$ 1,200.00
26.01	200	HR	Laborer	$ 102.00	$ 20,400.00
26.02	125	HR	Laborer with Hand Tools	$ 155.00	$ 19,375.00
26.03	400	HR	Operator with Machine	$ 255.00	$ 102,000.00
26.04	200	HR	Hauling/Trucking and Disposal of Vegetation	$ 205.00	$ 41,000.00
29.00	1	EA	Local Street Closure	$ 775.00	$ 775.00
29.01	1	EA	Short Duration Traffic Control for Collector or Arterial	$ 840.00	$ 840.00
29.05	1	EA	Short Term Stationary Traffic Control for Collector or Arterial (Two Lane Closure)	$ 1,500.00	$ 1,500.00
30.00	1	%	Performance and Payment Bonds	$ 7,426.53	$ 7,426.53
			WO 2024C Construction Total		$ 750,000.00



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PURCHASE ORDER EXHIBIT
FOR
WORK ORDER 2024C

CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM
Council Bill 2024-134 Approving a contract with Baker Tilly US L.L.P. to complete a Public Works Management and Operations Assessment.

MEETING DATE
August 19, 2024

ORIGINATING DEPT
City Manager Office – Public Works

ATTACHMENTS
CB2024-134 Ordinance, Exhibit "A" Baker Tilly Contract; Summary of Scores

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves a contract with Baker Tilly US to complete a Public Works Management and Operations Assessment.

BACKGROUND
Council has requested the city annually review departments to ensure our management and operational policies and procedures are reviewed and benchmarked to ensure the city is incorporating best practices and providing quality services to our citizens.

Both respondents have done work for the city previously in analyzing city services and capacities, and in making recommendations on policy and procedure. Baker Tilly scored higher and had a more comprehensive analysis and timeline to compete.

Summary of Bid Process:
The following two bids were received in response to the Public Works Management and Operations Assessment RFP:

- Matrix Consulting
- Baker Tilly US L.L.P.

A city staff team was assembled to assess the bids as set forth in the RFP. The team was Michelle Ducre, Human Resources Director, Ryan Talken, Health Department Director, Tony Robyn, Assistant City Manager. The bids were assessed as follows:

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

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

10% References – will be based on references submitted as part of RFP but can include clients not submitted.

30% Cost of proposal – must contain a cost for the requested scope of work in a "not to exceed"

amount.

10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Each staff member independently evaluated the bid responses and scored them based on the above criteria. A summary of the scores is attached for your review. From the total scores, staff believe Baker Tilly had a more comprehensive approach and understanding of the depth of assessment, and the timeline required. Baker Tilly's bid response was $140,000 and will take an estimated six months.

FUNDING SOURCE

This is included in the FY 2024 Budget in the City Council Fund

RECOMMENDATION

Staff recommend approval of this Council Bill on first reading.

COUNCIL BILL NO. 2024-134 **ORDINANCE NO**

AN ORDINANCE approving the City of Joplin to enter into an agreement with Baker Tilly US LLP in the amount of One Hundred Forty Thousand and 00/100 dollars ($140,000.00) approving a contract to complete a Public Works Management and Operations Assessment and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the City enter into an agreement with Baker Tilly US LLP in the amount of One Hundred Forty Thousand and 00/100 dollars ($140,000.00) to complete a Public Works Management and Operations Assessment, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with Baker Tilly US LLP.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the City Manager and his certification to the effect to the Director of Finance, the contractor shall be paid from the General Fund, City Council Line, and is budgeted.

Section 4. That this Council Bill shall have an effective date of September 6, 2024.

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

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, 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

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of August, 2024, by and between the **City of Joplin, Missouri**, a Missouri Municipal Corporation, hereinafter referred to as "City," and **Baker Tilly US, LLP,** an Illinois Corporation, with its principal office address located at 205 N. Michigan Avenue, 28th Floor, Chicago IL 60601-5927, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to retain a professional Consultant to provide a public works management and operations assessment described in City's Request for Proposal #2024-RFP-07, Public Works Management and Operations Assessment attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to provide professional services pursuant to the terms of this agreement, as described in Consultant's City of Joplin, Missouri Proposal for public works management and operations assessment dated April 30, 2024, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City as described in the Formal Bid Tabulation Form; attached hereto and incorporated by reference as Exhibit C.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the scope of services, duties and responsibilities described in Exhibits A and B within the time specified therein.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A and B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A and B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. Specifically, City agrees the total fee for all services shall not exceed One Hundred and Forty Thousand Dollars ($140,000.00).

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

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

8. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, Consultant's Response to City's Request for Proposal, and the Bid Tabulation. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

10. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

13. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Consultant, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

17. Insurance. Consultant shall maintain for itself general liability, automobile liability, workers' compensation, fidelity bond, and errors and omissions insurance coverage, as may be customary in the industry, but in no event, less than the limits required by law.

18. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

19. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri	Baker Tilly US, LLP
ATTN: HR	205 N. Michigan Ave
602 S. Main St.	28th Floor
Joplin, MO 64801	Chicago, IL 60601

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

21. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

22. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to

receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

25. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	BAKER TILLY US, LLP
_____	_____
Nick Edwards, City Manager	Caitlin Humrickhouse, Managing Director

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN

Public Works Operation and Management Assessment

OVERALL SCORE

7/23/2024

VENDOR NAME	STAFF 1 SCORE	STAFF 2 SCORE	STAFF 3 SCORE	OVERALL SCORE
Matrix Consulting	75	90	56	221
Baker Tilly	85	81	66	232

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-135 Intergovernmental Cooperative Agreement with the City of Webb City, Missouri (Webb City) for the Zora Street Improvements project from Range Line Road to MO-249

MEETING DATE
September 3, 2024

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2024-135; Agreement; Location Map

REVIEWED BY
Director of Public Works, Daniel Johnson; Finance Director, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes the City of Joplin to enter into an Intergovernmental Cooperative Agreement with the City of Webb City, Missouri for the Zora Street Improvements project from Range Line Road to MO-249

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 included in the program was the improvement of E. Zora Street from Range Line Road to MO-249. Phase 1 of the Zora Street Improvements project is defined as the construction of a new concrete roundabout at the intersection of Zora Street and Duquesne Road. Phase 2 of the project is defined as improving Zora Street from the new intersection at Duquesne Road east to MO-249, and Phase 3 is defined as improving Zora Street from Range Line Road to Duquesne Road.

Webb City has committed funds in the amount of $300,000.00 to be used for the project, payable to the City of Joplin at the award of the construction agreement for each phase (1-3), in payment amounts of $100,000.00 per phase.

FUNDING SOURCE
This item is included in the FY 2024 Budget in the Capital Improvement Sales Tax Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

COUNCIL BILL NO. 2024-135 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Intergovernmental Cooperative Agreement with the City of Webb City, Missouri (Webb City), for the purpose of street construction improvements associated with the Zora Street Improvements project from Range Line Road to MO-249; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

WHEREAS, Joplin and Webb City are empowered by law to contract and cooperate for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, under Sec. 70.220, RSMo; and

WHEREAS, Joplin and Webb City desire to contract and cooperate for the planning, development, construction, acquisition, and operation of a public improvement, specifically, the improvement of East Zora Street, from Range Line Road MO-249 ("the Project"); and

WHEREAS, Joplin and Webb City intend to construct said public improvement at the intersection of Zora Street and Duquesne Road (Phase 1) at this time, with said public improvements from the Zora/Duquesne intersection east to MO-249 (Phase 2) and from Range Line Road to the Zora/Duquesne intersection (Phase 3) to follow thereafter; and

WHEREAS, the Project will benefit both Joplin and Webb City; and

WHEREAS, said public improvement was included in City's 2014 Capital Improvement Sales Tax Program; and

WHEREAS, Joplin and Webb City entered into a Memorandum of Understanding in March 2023 relating to the project being located within the City Limits of both Joplin and Webb City; and

WHEREAS, Webb City desires and agrees to contribute Three Hundred Thousand Dollars ($300,000.00) toward the Project, payable to the City of Joplin at the award of the construction agreement for each of the three phases, in payment amounts of One Hundred Thousand Dollars ($100,000.00) per phase.

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

Section 1. That the Intergovernmental Cooperative Agreement with the City of Webb City, Missouri for the purpose of street construction improvements associated with the Zora Street Improvements project from Range Line Road to MO-249, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

Section 3. That this Council Bill shall have an effective date of September 17, 2024.

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This Intergovernmental Cooperative Agreement ("this Agreement) is made and entered into this 12 day of August, 2024 ("the Effective Date"), by and between the **City of Joplin, Missouri** ("Joplin"), and the **City of Webb City, Missouri** ("Webb City"), collectively referred to as "the Parties".

WHEREAS, Joplin and Webb City are empowered by law to contract and cooperate for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, under Sec. 70.220, RSMo.; and

WHEREAS, Joplin and Webb City desire to contract and cooperate for the planning, development, construction, acquisition, and operation of a public improvement, specifically, the improvement of East Zora Street, from Range Line Road MO-249 ("the Project"); and

WHEREAS, Joplin and Webb City intend to construct said public improvement at the intersection of Zora Street and Duquesne Road (Phase 1) at this time, with said public improvements from the Zora/Duquesne intersection east to MO-249 (Phase 2) and from Range Line Road to the Zora/Duquesne intersection (Phase 3) to follow thereafter; and

WHEREAS, the Project will benefit both Joplin and Webb City; and

WHEREAS, said public improvement was included in City's 2014 Capital Improvement Sales Tax Program; and

WHEREAS, Joplin and Webb City entered into a Memorandum of Understanding in March 2023 relating to the project being located within the City Limits of both Joplin and Webb City; and

WHEREAS, Webb City desires and agrees to contribute Three Hundred Thousand Dollars ($300,000.00) toward the Project, payable to the City of Joplin at the award of the construction agreement for each of the three phases, in payment amounts of One Hundred Thousand Dollars ($100,000.00) per phase.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Joplin's Responsibilities. Joplin shall have the following responsibilities under this Agreement:

A. To communicate with Webb City on material issues throughout the Project.

B. To engage all architects, engineers, surveyors, appraisers, contractors, subcontractors, attorneys, and other professionals necessary to complete the Project.

C. Except as specified in paragraph 2, to incur all costs of the Project, including design, engineering, right-of-way acquisition, construction, maintenance, and repair.

D. To coordinate with any person who proposes to develop any property located within or adjacent to the Project.

2. Webb City's Responsibilities. Webb City shall have the following responsibilities under this Agreement:

A. To communicate with Joplin on material issues throughout the Project.

B. To pay City the sum of $300,000.00, to be paid in increments of $100,000.00 each to coincide with the award of a construction agreement by the City of Joplin for each project phase (phases 1-3).

D. To inform Joplin of any proposed development which is submitted to District which is to be located within or adjacent to the Project as soon as reasonably possible after such development plans have been submitted.

3. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

4. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the other party.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

7. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

8. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to Joplin and Webb City at the addresses as follows:

City of Joplin, Missouri
ATTN: City Attorney
602 S. Main St.
Joplin, MO 64801

City of Webb City
ATTN: Carl Francis,
City Administrator
200 S. Main St.
Webb City, MO 64870

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.

9. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

10. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

11. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI

_____

By:
Its: authorized signatory

ATTEST:

_____

Holly Nagy, City Clerk

CITY OF WEBB CITY, MISOURI

_____

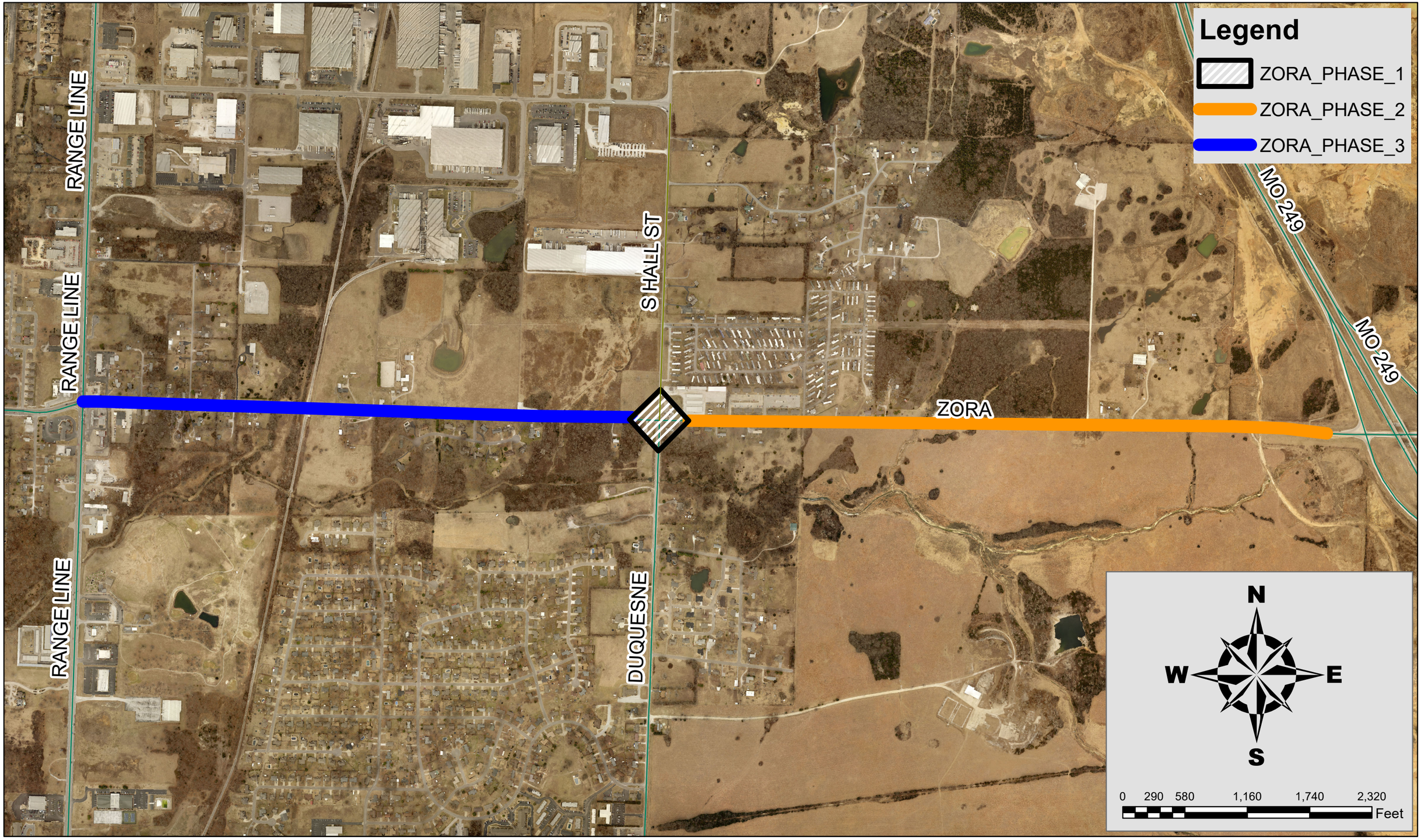
By: Lynn Ragsdale, Mayor
Its: authorized signatory

ATTEST:

_____

Kimberley E. DeMoss, City Clerk

ZORA WIDENING



CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-281 – Authorizing the approval of an Agreement between the City of Joplin and Replica for professional planning services related to the creation of the Joplin Area Transportation Planning Organization's (JATSO) Origin & Destination Study.

MEETING DATE
Sept 03, 2024

ORIGINATING DEPT
Planning, Development, and Neighborhood Services

ATTACHMENTS
2024 Replica Origin & Destination Study Agreement
Origin & Destination Study RFP
Replica response to Origin and Destination Study RFP
RFP Tabulation Sheet
CB2024-281 Ordinance; Professional Planning Services Agreement; Tabulation Sheet

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an Agreement with Replica in the not to exceed total amount of One Hundred Thirty-Five Thousand Eight Hundred Fifty-Six 00/100 dollars ($135,856) for professional planning services for the creation of JATSO's 2024 Origin & Destination Study. This project is 80% Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) funds and 20% City of Joplin local match. $108,685 Federal and $27,171 Local.

BACKGROUND
Staff received formal proposals on October 30, 2023, for a new Origin & Destination (O&D) study based on the current travel patterns to and from the Joplin Metropolitan Planning Organization (MPO) area. The study assists the City to determine travel characteristics of motorists and identifying travel trends. The objective of the O&D study is to determine the flow and adequacy of existing traffic routes, identify potential transportation infrastructure problems, and develop trip generation and trip distribution models. Planning received two proposals, and Replica's proposal was scored highest by the review committee.

FUNDING SOURCE
JATSO Planning Fund. O&D Study was approved by Council in the Missouri Highways and Transportation Commission Transportation Planning Consolidated Grant Agreement, Ordinance 2023-136.

RECOMMENDATION
City staff recommends adoption of this Council Bill.

CITY		CONSULTANT	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: REPLICA Address: 3610 W 95th St. Leawood, KS. 66206	
Attention: Robert Lolley		Attention: Nick Bowden	
Department: Planning		Phone: 316-641-7588	Fax:
Phone: 417-624-0820 ext. 1514	Fax:		

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

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

WITNESSETH:

THAT, WHEREAS the City of Joplin desires to engage the Firm to render certain technical and professional services in connection with a project identified on future Work Authorizations to this Agreement.

WHEREAS the Firm made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS the Firm represents Firm is licensed by the Missouri Board for Architects, Professional Firms, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Firms, and Land Surveyors.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Firm as follows:

1. **Services.** The City agrees to engage the services of the Firm and the Firm agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization and RFP. The services of the Firm shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Firm shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Firm under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental firming work or materials furnished hereunder shall not in any way relieve the Firm of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Firm.

2. **Term.** The services of the Firm shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A*** of any executed Work Authorization.

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Firm the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Firm without charge, and the parties shall cooperate with each other in every way possible in carrying

5. **Personnel**. The Firm represents that Firm will secure at Firm's own expense; all personnel required to perform the services called for under this contract by Firm. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Firm. All of the services required hereunder will be performed by the Firm or under Firm's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract**.

a. Termination for breach. Failure of the Firm to fulfill Firm's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Firm by one of three different means: Facsimile Transmission ("FAX") if Firm has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Firm; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Firm or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Firm under this contract shall at the option of the City become its property, and the Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Firm.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Firm under this contract shall at the option of the City become its property, and the Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Firm further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Firm 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 Firm from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Confidentiality of Documents**. Any reports, data, design, or similar information given to or prepared or assembled by the Firm under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Firm without prior written approval of the City.

10. **Discrimination**. The Firm agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Firm or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11.**Occupational License**: The Firm 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 Firm. No contract will be executed by the City until this occupational license has been obtained and that the Firm is current on any City taxes is verified.

12.**Compliance with Laws**. Firm agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Firm affirmatively states that payment of all local, state, and federal taxes and assessments owed by Firm is current.

13.**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 Firm is associated with a business entity, Firm 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, Firm must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. **Nonresident/Foreign Contractors**. The Firm shall procure and maintain during the life of this contract:

a. If the Firm is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

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

15.**General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Firm 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 Firm will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Firm's activities and responsibilities hereunder. The Firm 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 Firm and the City, and the City will not be liable for any obligation incurred by the Firm, including but not limited to unpaid minimum wages and/or overtime premiums.

16.**City Benefits**. The Firm 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.

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. The Firm shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Firm's (or any of Firm's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Firm is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b. The Firm shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

c. In no event shall the City be liable to the Firm 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.

18.**Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Firm until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Firm shall furnish to the City, one set of reproducible record AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19.**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 Firm at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third 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.

20.**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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **Required List of Federal Contract Clauses (Exhibit C)**

22.**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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document Is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay, therefore.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Consultant: REPLICA

By: Nick Bowden

Printed Name: Nick Bowden

Title: CEO

Date: 07 / 31 / 2024

By: _____

Troy Bolander

Director of Planning, Development & Neighborhood Services

Date: _____

Exhibit A

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated October 1, 2024 between City of Joplin, Missouri ("Client") and Replica providing professional services. Replica's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Joplin, Missouri and Joplin Metropolitan Planning Organization Areas

Project Description: 2024 Joplin Origin and Destination Study

SCOPE OF SERVICES

Replica shall provide the following services (Scope of Services) to Client for the Project:

The purpose of this 2024 Joplin Origin and Destination (O&D) Study is to assist the City of Joplin in determining travel characteristics of motorists and roadway users and identifying travel trends in the Joplin metropolitan area. It should identify trips both to and from the study area as well as trips through this area. The project includes collection and review traffic and travel data. The final product includes a written report describing the results of the study. The study area includes the Joplin Metropolitan Planning Organization (MPO) serving areas of Jasper County and Newton County; external trip observations outside the MPO boundary will also be noted. Information from the previously completed 2007 Regional O&D Study will be referenced as appropriate.

This Scope of Services includes the following:

1. Project Kickoff and Scheduling
2. Define Study Area and Collection
3. Origin Destination Survey
4. Origin - Destination Data Requirements
5. Origin - Destination Report

1. PROJECT KICKOFF AND SCHEDULING

Overall project management will be provided by Replica. Olsson will provide O&D study oversight and task management including monthly invoicing and progress reports to Replica, and internal coordination with the project study team.

Replica will grant access to the ten (10) users Joplin provides on October 1, 2024. This access will be in effect for one year, with the option to renew.

Week of 10/01/2024 - Replica will host a call with executive contacts at Joplin to determine valuable performance indicators when it comes to the City of Joplin and Joplin MPOs subscription to Replica

Week of 10/01/2024 - Replica will host an onboarding and training call with all users and non-users who would like to attend

Biweekly or Monthly throughout contract - Replica will host video conference calls to answer questions, talk through product updates, provide usage metrics as it relates to the City of Joplin and Joplin MPO's subscription.

Olsson has outlined the O-D Study meetings to be held as it refers to the report that Olsson will be conducting.

2. DEFINE STUDY AREA AND COLLECTION

Replica will provide access to the entire state of Missouri, as well as all external - internal, external - external trips through Jasper and Newton counties.

Replica's methodologies are well documented through the following link https://documentation.replicahq.com/docs

Replica also has our technical team on staff ready to assist with any questions in regards to methodologies or data collection.

3. ORIGIN - DESTINATION SURVEY

The client will receive access to a subscription based, probe-data system that provides origin - destination information from Replica.

All the datasets that Replica provides will be cloud based and will not require the MPO to maintain any machine or sensors.

Replica will provide in-app visualizations for use by the client.

4. ORIGIN - DESTINATION DATA REQUIREMENTS

- System should measure and report origin-destination data primarily for all users, including, bicycle and motorized vehicle users
    - Replica will provide origin-destination pairs for different modes of travel. Such as, Private Auto, Auto Passenger, Commercial Freight, Walking, Biking, and Transit.
- System should allow users to define an analysis zone or routes for reporting
    - Replica will enable queries by standard geographies such as a block group, census tract, city or county or by custom geographies uploaded by users.
- System should be able to provide origin - destination data for analysis zones defined within the Jasper County and Newton County areas
    - Replica will provide trip characteristics (including origin and destination) within Jasper and Newton County areas.
- System should be accessible through commonly available computer software, such as a web browser
    - Replica data will be accessible via Replica's web based tool using standard web browsers.
- System should allow MPO and its assigned users (which may include entities outside of MPO such as Jasper County, Newton County, cities within each county, MoDOT) access to the data portal. MPO may assign up to ten(10) users to the data portal. Users may be reassigned during the contract period
    - Replica will provide access to ten (10) users. All ten users will have access to your specified region, unlimited data downloads, and unlimited support. The client will have the ability to reassign users during the contract period.
- System should be accessible by multiple users simultaneously
    - Replica will allow users to create their own login information. Each of the (10) users will have their own login and can access Replica's tool simultaneously.
- System should provide only non-personally identifiable data to the users
    - Replica will provide only non-personally identifiable data to the users.
- User Training

5. ORIGIN - DESTINATION DATA REPORT

An Origin & Destination Report will be completed and delivered to the City of Joplin. See attached Scope of Services (EXHIBIT B) for the O&D Report scoping items.

ASSUMPTIONS & EXCLUSIONS

- All meetings are assumed to be virtual.

TOTAL COMPENSATION

Client shall pay Replica for the performance of the Scope of Services ONE-HUNDRED THIRTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-SIX DOLLARS ($135,856).

Replica will submit an invoice to the client with a payment date of 30 days upon receipt of the invoice.

EXHIBIT B

SCOPE OF SERVICES

Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Joplin, Missouri and Joplin Metropolitan Planning Organization Areas

Project Description: 2024 Joplin Origin and Destination Study

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

The purpose of this 2024 Joplin Origin and Destination (O&D) Study is to assist the City of Joplin ("City") in determining travel characteristics of motorists and roadway users and identifying travel trends in the Joplin metropolitan area. It should identify trips both to and from the study area as well as trips through this area. The project includes collection and review traffic and travel data. The final product includes a written report describing the results of the study. The study area includes the Joplin Metropolitan Planning Organization (MPO) serving areas of Jasper County and Newton County; external trip observations outside the MPO boundary will also be noted. Information from the previously completed 2007 Regional O&D Study will be referenced as appropriate.

This O&D Study will be conducted based on the current markets and travel patterns within the MPO area. Key goals and objectives of this study include the following:

- Interpret origin-destination results of the Replica-provided data platform
- Review, summarize, visualize, and document the origin-destination data findings in a concise report, plus visual aids and full appendices.
- Identify a list of follow-up areas of interest that are recommended for further study. This may include recommendations for more detailed capacity analysis, interchange and corridor studies, travel demand model updates, and incident management.

This Scope of Services includes the following:

1. Task Management
2. Origin & Destination Report

1. TASK MANAGEMENT

Overall project management will be provided by Replica. Olsson will provide O&D study oversight and task management including monthly invoicing and progress reports to Replica, and internal coordination with the project study team.

A total of four (4) project core team meetings are anticipated with Replica and agency staff members. All meetings are assumed to be virtual. Anticipated meetings include the following:

1. Kick-off Meeting
    a. Olsson will participate in a kick-off meeting with the client to review the Scope of Work and project schedule. Olsson will confirm project understanding and expectations and identify action items for the project team.
2. Core Team Progress Meeting #1
    a. Olsson will update the core team on O&D study progress, report pertinent preliminary findings, and identify action items for the project team.
3. Core Team Progress Meeting #2
    a. Olsson will update the core team on O&D study progress, report pertinent draft report findings, and identify action items for the project team.
4. Final Review Meeting
    a. Olsson will provide a summary to the core team of final report findings.

2. ORIGIN & DESTINATION REPORT

The O&D report includes the aggregation, review and summary of the Replica-provided data platform for the MPO study area. Results and findings of the study will be summarized in a concise report with visual aids, tables, and graphics included as applicable.

Report will include summaries on the following data categories:

- Trip purpose observations
- Travel pattern observations (e.g. Mode, time of day, other patterns)
- Common route usage (passenger car and freight travel)
- Evaluation of capacity and corridor life expectancy
- Active transportation and transit regions and other mode choice observations
- Demographic, socioeconomic, and economic indicators
- Daytime population estimates

As part of the O&D report, a list of follow-up areas recommended for further study and next steps will also be provided. This may include recommendations for:

- Interchange studies
- Corridor studies (both freeway and arterials)
- Considerations for incident management
- Travel demand model updates
- Areas in need of capacity improvements
- Areas in need of more detailed capacity analysis or future investigation
- Multi-Model Improvements

A draft report will be submitted for the City's review and comment. The final report with full appendices will be updated based on received comments and submitted.

DELIVERABLES

1. Draft Origin & Destination Report
2. Final Origin & Destination Report with Full Appendices.

ASSUMPTIONS & EXCLUSIONS

- All meetings are assumed to be virtual.
- Updates to the Replica data platform or agency Travel Demand Models will not be performed by Olsson.
- Report graphics will be exported from Replica platform wherever possible. Some level of data post-processing is anticipated (e.g. corridor life expectancy).
- Corridor life expectancy will be conducted using growth rates and typical capacity thresholds discussed and agreed upon by the agency and Olsson.
- Synchro, HCS, or other simulation capacity analysis will not be performed.
- Detailed crash review, Highway Safety Manual (HSM), or other safety analyses will not be performed.
- Economic flow summary will include an evaluation of Replica-provided metrics.
- Traffic data collection outside the Replica-provided data platform will not be conducted.
- If additional data, ground-truth model calibration, or other tasks not specifically mentioned in this scope are required, an assessment will be made by the agency and consultant project manager(s) if those additional tasks are to be completed via supplemental agreement.

SCHEDULE

Olsson will begin work under this Agreement within ten (10) business days of contract execution and will strive to complete the work in accordance with the schedule below.

Contract Execution, Notice to Proceed	October 1, 2024
Project Meetings, Data Review, Determination of Recommendations & Conclusions	October 1, 2024 - March 10, 2025
Draft Report for Agency Review	March 10, 2025
Agency Review Completed by	April 1, 2025
Final Report for Agency Review	May 5, 2025
Agency Report Approval	June 2, 2025

Federal Professional Services/A&E Contract Clauses (Exhibit C)

Contracts $100,000 or greater

Debarment, Suspension, Ineligibility and Voluntary Exclusion- The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

A. Debarred from participation in any federally assisted Award
B. Suspended from participation in any federally assisted Award
C. Proposed for debarment from participation in any federally assisted Award
D. Declared ineligible to participate in any federally assisted Award
E. Voluntarily excluded from participation in any federally assisted Award; or
F. Disqualified from participation in any federally assisted Award.

Energy Conservation- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Access to Records- The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Fraud and False or Fraudulent Statements or Related Acts- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to

the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above tow clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Federal Changes- Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity

The City of Joplin is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination in Federal Public Transportation Programs- In accordance with Federal transit law 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex-In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e seq., and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, 42 U.S.C. 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. 2000e note. The Contractor

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agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age-In accordance with the Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634,U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities-In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 et seq., and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Incorporation of Federal Transit Administration (FTA) Terms- The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Joplin requests which would cause City of Joplin to be in violation of the FTA terms and conditions.

No Obligation by the Federal Government:

(1) The City of Joplin and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Joplin, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Termination Provisions:

(1) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the City of Joplin may, by written notice to contractor, terminate the rights to proceed with the work (or the separable part of the work) that has been delayed. In this event, the City of Joplin may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to the City of Joplin resulting from contractor's failure or refusal to complete the work within the specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Joplin in completing the work.

(2) Contractor's right to proceed shall not be terminated nor contractor charged with damages under this clause if:

   (A) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such cause include (i)Acts of God or of the public enemy, (ii) Acts of the City of Joplin in either its governmental or contractual capacity, (iii) Acts of another Contractor in the performance of a contract with the City of Joplin, (iv) strikes, (v) freight embargoes, (vi) unusually severe weather, or (vii) delays of subcontractors or suppliers on any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both contractor and the subcontractors or suppliers; and

   (B) Contractor, promptly following the beginning of any delay (unless extended by the City of Joplin), notifies the City of Joplin orally and followed up in writing in the causes of delay. If, in the judgment of the City of Joplin, the findings of fact warrant such action, the time for completion the work shall be extended. The findings of the Director of Public Works shall be final and conclusive

(3) The rights and remedies of the City of Joplin in this clause are in addition to any other rights and remedies provided by law or under this agreement.

(4) The City of Joplin, by written notice, may terminate this contract in whole or in part, when it is in the City's interest. If this contract is terminated, the City of Joplin shall be liable only for payment under the payment provisions of the contract for services rendered before the effective date of termination. If reasons beyond the control of the City of Joplin (such as reduction in funding appropriation) so dictate, the City of Joplin may cancel this contract for convenience upon thirty (30) days written notice to contractor. Upon such termination, any materials, supplies or equipment for which the City of Joplin pays will be delivered to the City of Joplin. Additionally, the City of Joplin retains the right to cancel the contract for convenience in the event that contractor or its agents behave in any manner detrimental for the security of the City of Joplin personnel or property. In the even of any such termination for convenience, the City of Joplin shall pay to contractor reasonable expense of termination including costs associated with the early termination of any leases and employee termination expenses.

(5) Contractor may terminate this agreement in the event that the City of Joplin fails to pay the agreed compensation, outlined elsewhere in this agreement. In the event that contractor determines that termination is necessary, Contractor shall provide the City of Joplin with written notice of their intentions thirty (30) days prior to termination.

Privacy Act- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Contractor also agrees to include these requirements in each subcontract to administer and system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprises (DBEs):-The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, prime contractors are to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Seat Belt Use- The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City of Joplin.

Distracted Driving- The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Prohibition on Certain Telecommunications Equipment- The Contractor is prohibited to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

The Contractor also agrees to include these requirements, the contract clauses listed in Exhibit C, in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Nick Bowden
Signature of Contractor's Authorized Official

Nick Bowden, CEO
Name and Title of Authorized Official

07 / 31 / 2024
Date

Certification Regarding Lobbying

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of te undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)

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

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.

Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or emend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, Replica, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if an.

Nick Bowden
Signature of Contractor's Authorized Official

Nick Bowden CEO
Name and Title of Authorized Official

07 / 31 /...
Date

Signature Certificate

Reference number: 8T9QM-OMZQZ-FWJMG-SIBAM

Signer	Timestamp	Signature
Nick Bowden Email: nick@replicahq.com		
Sent:	01 Aug 2024 01:44:07 UTC	
Viewed:	01 Aug 2024 01:45:31 UTC	
Signed:	01 Aug 2024 01:46:22 UTC	
Recipient Verification:		IP address: 136.37.150.148
✔Email verified	01 Aug 2024 01:45:31 UTC	Location: Overland Park, United States

Document completed by all parties on:
01 Aug 2024 01:46:22 UTC

Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.

Planning, Development, & Neighborhood Services
602 S Main Street
Joplin, Missouri 64801
417-624-0820 ext. 1514
Email: RHolcomb@joplinmo.org

REQUEST FOR PROPOSALS

#2023-RFP-13

Notice is hereby given that consultant proposals will be received by the City of Joplin, Missouri for:

2023 Joplin Origin & Destination Study
(See Attachment "A")

by filing with the Planning, Zoning, and Development Department on the 4th Floor of City Hall located at 602 S. Main Street, Joplin, Missouri, until:

Issue date: **September 27, 2023**
Due Date: **October 30, 2023**
Time: **2:00 P.M.**

Proposals submitted after the due date will not be considered. Consultants accept all risks of late delivery of mailed submittals regardless of fault.

A detailed Request for Proposals (RFP) information packet including general information, requested services, submittal requirements, and evaluation process is available on the City's website at www.joplinmo.org. In the "Search" field, type in "Bid Information", then select "Current Bid and RFP Information".

The City of Joplin (the City) reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of their proposals. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability, or sexual orientation. The successful Contractor must comply with the City of Joplin's equal opportunity requirements.

City of Joplin
Request for Proposals

Request for Proposals Information:		**Submit Proposals to:**	
RFQ Number	**RFP #2023-RFP-13**	Physical Address:	City of Joplin 602 S. Main Street Joplin, Missouri 64801
RFQ Name:	2023 Joplin Origin and Destination Study		
Date Issued:	**September 27, 2023**		
Contact Person:	Rachel Holcomb		
Phone #:	417-624-0820 Ext. 1514	Mailing Address:	City of Joplin ATTN: Rachel Holcomb 602 S. Main Street Joplin, Missouri 64801
Email Address:	RHolcomb@joplinmo.org		
Deadline:	**Proposals must be <u>received</u> by 2:00 p.m. on October 30, 2023**		

General Information

NOTICE: Notice is hereby given that request for proposals will be accepted by the City of Joplin, Missouri (the City) for a new Origin & Destination (O&D) study based on the current travel patterns to and from Joplin Metropolitan Planning Organization (MPO) area.

PURPOSE: The request for proposals is to select a firm to assist the City in determining travel characteristics of motorists and roadway users and identifying travel trends in the Joplin metropolitan area. It should identify trips both to and from the study area as well as trips through this area. The firm will collect and review traffic and travel data. The final product will include a written report describing the results of the study.

BRIEF SCOPE OF SERVICES: Information on travel patterns in the Joplin metropolitan area are desired to ensure that any proposed developments will not cause undue impacts to the transportation system. The objective of the O&D Study is to determine the flow and adequacy of existing traffic routes, identify potential transportation infrastructure problems, and develop trip generation and trip distribution models. Utilize probe data to complete the survey. Method will be developed by the firm and approved by the City. Information on the external trip origin and destination should be provided. A through trip matrix should be developed. Supporting graphics indicating major external trip movement will be completed. The end product will result in a written document describing the information collected and an analysis of the data.

SUBMITTAL REQUIREMENTS: Interested consultants shall submit five (5) copies of their proposals along with a digital copy, including:

- A cover letter/statement of interest indicating the firm's interest in the Project and highlighting its qualifications to perform the project.

- A proposed approach to the Project, including key activities, milestones, and products.
- A statement of qualifications, including related experience with similar types of projects and specific qualifications or resumes of key team members.
- One-to-three examples of similar projects, including references (does not count against twelve-page limit)

The proposal shall not exceed twelve (12) pages in length A single copy of up to three relevant work samples shall be submitted in hard-copy format for city review as well (work samples do not count against maximum page length).

Respondents accept all risks of late delivery of mailed responses regardless of fault. Faxed and emailed submittals will not be accepted.

SIGNATURES: Proposals shall be signed by one of the legally authorized officers of the consultant firm. If awarded the contract, the contract shall also be so executed.

QUESTIONS: Questions regarding this project may be directed to Rachel Holcomb via e-mail at RHolcomb@joplinmo.org or 417-624-0820 Extension 1514. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City.

EVALUATION CRITERIA & PROCESS: Evaluation of the proposals received by the City will be based on the criteria listed below which may be weighted as deemed appropriate by the review committee. The following criteria will be used:

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

The City may select a limited number of consultants for in-person interviews before the selection committee.

REJECTION OF PROPOSALS: The city reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the city to pay any costs incurred by respondents in the preparation and submission of their proposal. Furthermore, the RFP does not obligate the city to accept or contract for any expressed or implied services.

CONTRACT AWARD: The City reserves the right to make an award without further discussion of the submittals. The firm selected as the apparently successful firm will be expected to enter into a contract with the City. Following consultant selection, the successful consultant shall prepare a proposal and scope of work for review by the City. Once the City and Consultant have reached an agreement on the scope of services, the City will prepare a final contract. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. If the selected firm fails to sign the Contract within ten (10) business days of delivery of the final Contract, the City may elect to negotiate a Contract with the next-highest ranked firm. The City shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

CONTRACT NEGOTIATION: The City reserves the right to negotiate all elements of the requirements, submittals, proposals, terms and conditions, and/or scope of work as part of the contract negotiation process prior to any formal authorization of the Contract by the City.

UNAUTHORIZED WORK: Any unauthorized out of scope work will not be paid.

EQUAL OPPORTUNITY EMPLOYMENT: The successful consultant or consultants must comply with the City of Joplin equal opportunity requirements. The City of Joplin is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

INSURANCE REQUIREMENTS: The selected firm shall maintain insurance that is sufficient to protect the firm's business against all applicable risks. Standard requirements may be negotiated if it is in the best interest of the city.

NON-ENDORSEMENT: As a result of the selection of a firm to supply products and/or services to the City, firm agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

NON-COLLUSION: Submittal and signature of the proposal swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the consultant has not induced or solicited others to submit a sham offer, or to refrain from proposing.

COMPLIANCE WITH LAWS AND REGULATIONS: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the consultant or consultants ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

NO LOBBYING: Respondent acknowledges and accepts that from the Date of Issuance of the RFP until a final decision has been made by the City, it will not take any action, make any effort or support of engage others on its behalf to take actions or efforts with attempt to influence the decision-making process for this RFP in the favor of the Respondent. This includes direct contact with the City Council, City Manager, and City staff of the City of Joplin, members of JATSO, board members of the Joplin Chamber, subrecipients, and others who may be engaged in the process. Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP evaluation or decision-making process. Any Respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

ATTACHMENT A
SCOPE OF WORK
2023 JOPLIN ORIGIN & DESTINATION STUDY

PROJECT OBJECTIVE

The objective of the 2023 Joplin Origin & Destination (O&D) Study is to conduct a new O&D study based on the current markets and travel patterns within the Joplin Metropolitan Planning Organization (MPO) area.

BACKGROUND

The Joplin Metropolitan Area is located in Southwest Missouri along Interstate Highway 44, U.S. Highway 71, and Interstate Highway 49. The metropolitan area is approximately 110 square miles and has an urban population nearing 182,000 people. The area is located within parts of both Jasper and Newton Counties and contains 13 towns and villages. The three largest incorporated cities consist of Joplin, Webb City and Carl Junction. The metropolitan area is especially strong in the economic sectors of health care, manufacturing, and transportation. This is due to the location of two regional hospitals in the City of Joplin and the location of over 50 trucking companies within the metropolitan area.

Since 1983, the Joplin MPO's coordinating committee (Joplin Area Transportation Study Organization - JATSO) has been responsible for transportation planning within the metropolitan area. The City of Joplin along with JATSO are currently accepting proposals from prospective firms to conduct a new O&D study. The firm will use the data and information to help the MPO determine travel characteristics and trends in the Joplin metropolitan area.

SCOPE OF WORK

The City of Joplin is requesting proposals for the services of a firm/team for the following contract scope of work:

TASK LIST

1. PROJECT KICK-OFF AND SCHEDULING

a. Create a master schedule that assigns target dates for completion of major task items associated with the Traffic Study.

2. DEFINE STUDY AREA AND DATA COLLECTION

a. The project study area will be established in coordination with JATSO to capture all areas of interest.

3. ORIGIN-DESTINATION SURVEY

a. Conduct an origin-destination survey. This should include a subscription-based, probe data system for providing origin-destination data. The proposed system will collect transportation data to, from, and within Jasper and Newton counties from a sample of road users, primarily passenger vehicles, which will then be used to calculate origin-destination data. The probe system will perform several primary functions:

- Calculate origin-destination results based on probe data.
- Report and visualize the origin-destination data.
- Archive historical data

b. The data will be provided via a vendor-supplied cloud service. The system will not require the MPO to install or maintain any network server, virtual machine, or sensors. Users will primarily access the system through a web-browser interface. Users will include MPO member agencies and contractor working on MPO member agency projects.

c. The origins and destinations of trips both to and from the study area as well as trips within the study area shall be identified and provided.

4. ORIGIN-DESTINATION DATA REQUIREMENTS

The following are minimum requirements for the origin-destination probe data system:

a. They system should measure and report origin-destination data primarily for all users, including, bicycle and motorized vehicles users.
b. The system should allow users to define an analysis zone or routes for reporting.
c. The system should be able to provide origin-destination data for analysis zones defined within the Jasper County and Newton County areas.
d. The system should be accessible using a vendor-provided, secure data portal.
e. They system should be accessible through commonly available computer software, such as a web browser.
f. The system should not require MPO to maintain servers, networking equipment, or field equipment.
g. The system should allow MPO and it's assigned users (which may include entities outside of MPO such as Jasper County, Newton County, cities within each county, MoDOT) access to the data portal. MPO may assign up to ten

(10) users to the data portal. Users may be reassigned during the contract period.

h. The system should be accessible by multiple users simultaneously.
i. The system should provide only non-personably identifiable data to the users.

MPO intends to use the origin-destination data for the following cases:

- Travel Demand Model Updates
- Interchange Studies
- Corridor Studies (both freeway and arterials)
- Incident Management
- Estimating Daytime Population
- Determining Trip Purpose
- Determining Travel Patterns
- Evaluating Route Usage and Capacity
- Estimating Life Expectancy of Corridors and Roadways
- Economic Development

5. DEVELOP PROJECT REPORT

a. Summarize results and finding of the study in a concise report. Utilize interactive maps as applicable.
b. Provide recommendations for further study and next steps.

REQUEST FOR PROPOSALS ADDENDUM #1

REQUEST FOR PROPOSALS: 2023 JOPLIN ORIGIN & DESTINATION STUDY #2023-RFP-13

DESCRIPTION

Notice is hereby given that consultant proposals will be received by the City of Joplin, Missouri for 2023 Joplin Origin & Destination Study.

RFP Due Date: 2:00 PM, CDST, Monday, October 30, 2023

Location: Planning, Zoning, and Development Department on the 4th Floor of City Hall located at 602 S. Main Street, Joplin, MO

Contact: Rachel Holcomb **Email:** rholcomb@joplinmo.org

Phone: 417-684-0820 Ext 1514

Addendum #1 – The City of Joplin will accept questions about this Request for Proposals until 5:00 PM, CDST, Monday, October 23, 2023. After this deadline, no questions will be answered.

REQUEST FOR PROPOSALS ADDENDUM #2

REQUEST FOR PROPOSALS: 2023 JOPLIN ORIGIN & DESTINATION STUDY #2023-RFP-13

DESCRIPTION

Notice is hereby given that consultant proposals will be received by the City of Joplin, Missouri for 2023 Joplin Origin & Destination Study.

RFP Due Date: 2:00 PM, CDST, Monday, October 30, 2023

Location: Planning, Zoning, and Development Department on the 4th Floor of City Hall located at 602 S. Main Street, Joplin, MO

Contact: Rachel Holcomb **Email:** rholcomb@joplinmo.org

Phone: 417-684-0820 Ext 1514

Addendum #2

Questions and Answers

1. Is there a particular format and level of detail that is expected for the cost proposal?
    a. There is no particular format. Something similar to the Origin & Destination Study from 2007 found here.

2. Should we include the required work samples as part of our proposal to be printed and submitted as five copies, or should the work samples be submitted as one separate hard copy?
    a. The work samples can be submitted separately as one hard copy.

3. For the work samples requirement, are you looking for deliverables or just a project description?
    a. A project description will be fine.

REPLICA

City of Joplin, MO
Origin & Destination Study

OFFEROR
REPLICA, INC.
3610 W. 95TH STREET
LEAWOOD, KS 6606

Cover Letter / Statement of Interest

Dear Rachel Holcomb,

Replica, Inc. is pleased to offer our proposal to Joplin, MO and Joplin Area Transportation Study Organization (JATSO) for an origin and destination study that provides access to current and historical travel patterns of motorists and roadway users in the Joplin metropolitan area.

Replica's products exceed the requirements in your solicitation, and to ensure we're delivering on everything you're requesting, we will partner on this project with Olsson. The capabilities that Replica and Olsson are able to deliver is described in detail in the attached proposal.

From day one of the contractual period, Replica tools will enable users to run analysis and create visualizations to aid in communication across agencies, to community stakeholders, and to executive-level decision makers. All datasets will be available for download enabling in-house analysis by the City of Joplin, Joplin MPO, and partner agencies. Our comprehensive datasets and approach to transparency are unmatched in the industry. Together with our customer success team of urban planners, traffic engineers, data scientists, and Olsson, we are uniquely qualified to support the city of Joplin and its partner agencies. In summary, we will provide you with:

- **The travel data you need.** We provide detailed origin - destination information of motorists and roadway users. Seasonal and weekly updates give you the context you need to track changes over time.
- **Flexibility.** With Replica, the City of Joplin and partner agencies can study a wide variety of metrics and geographies as you see fit. You can analyze data in our web app, download it for analysis in your preferred tools, and get direct database access for automated reporting.
- **Dedicated support.** Replica provides a robust, personalized customer success experience to ensure that the department has the knowledge and support to capture the full value from our data. Our customer success team will embed with your organization to train new users on the platform and offer unlimited support for the duration of your subscription. The Olsson team will lend professional services and ensure you get the full value of all datasets offered in this proposal.
- **Focus on privacy.** Providing meaningful data while protecting privacy is a core value at Replica. We always use de-identified data and apply additional internal de-identification measures to further protect privacy.

Please do not hesitate to follow up with additional questions or for more information.

Regards,

Nick Bowden

CEO, Replica, Inc.

Project Approach - Replica

We believe that our platform and technical approach in partnership with Olsson is the best solution to meet the City of Joplin / JATSO's needs. Replica's platform is a web-based application that provides customers with datasets in an easy-to-use interface and exceptional customer support that exceeds the requirements in this RFP.

Replica is the only company synthesizing a composite of high-quality data inputs. The composite-approach listed in Replica's methodology in this document reduces sampling bias and generates greater overall data quality, giving governments the data they need to make transportation and land use planning decisions with confidence.

The City of Joplin and JATSO will receive access to a number of easy to read output datasets, including (1) detailed, disaggregate trip tables that cover typical weekdays and weekend days in each season and include detailed information about each trip and trip-taker; (2) weekly-updated origin-destination (including mode breakdown) and VMT tables that lag the real world by only 10 days. Both of the datasets mentioned above date back to 2019 and will be continuously updated/available throughout the life of the contract.

While Replica data is well equipped to provide outputs regarding origin - destination trip information. Our outputs have been used in various other projects across the United States. Some examples below include:

- Existing Travel Demand Model Updates
- Interchange Studies
- Corridor Studies
- Incident Management
- Estimating Daytime Population
- Determining Trip Purpose
- Determining Travel Patterns
- Evaluating Route Usage and Capacity
- Estimating Life Expectancy of Corridors and Roadways
- Economic Development

The City of Joplin and JATSO will also receive robust customer support, as well as detailed documentation for each provided dataset, including a methodology, data dictionaries, and quality reports. We bring unique expertise of a team of transportation and urban planners, alongside data scientists and analysts, that can support the City of Joplin, JATSO, and partner agencies throughout the life of this contract.

Replica Data Methodology

Origin and destination data is a key output of Replica's large-scale simulations of mobility activity. The information below outlines the data sources that feed our models and the data processing methods we use to generate our output data.

Source Data

Replica generates its data by running large-scale, computationally intensive simulations. These simulations allow us to deliver granular data outputs that match origins, destinations, and other

mobility behavior in aggregate, but don't surface the actual movements (or compromise the privacy) of any one individual.

The data our customers receive is a holistic, up-to-date picture of what's happening across mobility, land use, people, and economic activity. Replica's model for Missouri covers every network link in the Joplin MPO jurisdiction. Additionally, Joplin users will have access to data for adjoining states.

Replica builds simulations using a diverse set of third-party data from public and private-sector sources. These sources include five categories of data:

- **Mobile location data,** including from mobile phones and in-vehicle GPS navigation
- **Consumer resident data** from public and private sources
- **Land use / real estate data** such as zoning regulation, building square footage and use types, and transportation network data
- **Credit transaction data** from financial companies to model consumer spending
- **Ground truth data** acquired by Replica and provided by customers to calibrate and improve the overall accuracy of our outputs

Each completed model also includes an associated quality report, which compares the outputs of the simulation to ground truth data, so you can transparently see the differences between modeled outputs and observed counts. Additionally, Replica works directly with our customers to ensure our modeled outputs achieve a level of quality that is satisfactory to the customer.

We leverage many diverse data sets to minimize the risk of sampling bias that exists in any single source on its own. For example, a product that relies more heavily on data from personal mobile devices risks failing to adequately simulate the portions of the population that do not have mobile devices or those who opt out of device tracking technologies. Our composite approach also creates resiliency against data quality issues and protects against disruptions of individual data sources.

Replica Timeline

Users will have access within one business day of contract execution with onboarding / training sessions at the customers desired times.

Project Approach Olsson - Origin - Destination Study

Project Understanding

The JATSO MPO coordinates the transportation improvement plans across 13 municipalities in both Jasper and Newton counties. The region is a major employment and metropolitan center with a population of approximately 200,000 residents and regularly serves daily commuters from four neighboring states and national travelers. Understanding how people travel throughout the

region is critical to planning for future growth. This O-D study will provide the latest data to better understand how travelers are using the existing roadway network as well as the economic activity of Jasper and Newton counties.

The most recent O-D study was last completed in 2008. Since then, not only have all the cities grown and changed, but the tools used to analyze traffic patterns have evolved dramatically. Previously, driver surveys from the field provided the basic data used to determine travel flows. **Now with the Replica platform, the origins and destinations of travelers and much more can be accounted for using a variety of "big data" inputs.** The Replica platform incorporates multimodal aspects such as cyclists, pedestrians, transit riders, and ride-share users in their simulation model, providing vital information on routing for these vulnerable roadway users.

The primary purpose and goal of this project is to gather critical information about how travelers move throughout the JATSO region. The data from an origin and destination study allows agency stakeholders, engineers, and planners to better plan for the future. The O-D study will help visualize important characteristics of the transportation infrastructure and travelers including but not limited to common route choices, corridors nearing capacity, mode/time of day and other travel patterns, active transportation regions, and areas impacted by increasing economic development. This information is a critical first step in many transportation planning applications such as evaluating future corridor studies, refining the travel demand model, and monitoring economic activity.

Project Approach

Communication

This project will involve the Joplin Area Transportation Study Organization, City of Joplin, and its partners. While major components of this project include the analysis platform and accompanying report, ongoing analysis and support for future studies will be needed to call these efforts a success. Therefore, communication will remain a critical aspect throughout the life of the project. Replica and Olsson are committed to providing regular updates of project deliverables.

Relevant Data

One of the biggest advances that this study will utilize is Replica's simulated travel demand model to provide trip data. Replica is a web-based platform that combines probe location data, consumer and resident data, a nationwide link network, and economic activity - which is all calibrated using "ground-truth" count data - to generate a simulated transportation network. For an origin-destination study, the Replica platform can provide information on when and where trips are generated and terminated as well as the trip purpose. These trips can be filtered by categories to review vehicle or mode type, demographic and socioeconomic data in addition to location and routing data.

Collaboration

Creating a culture of collaboration between all stakeholders and end users is important. Replica and Olsson have collaborated on previous projects in the calibration efforts of the early stages of model development. Olsson has been a user of Replica's platform and can attest to the helpfulness provided by Replica's support staff when requested. This reciprocated relationship, paired with the current connections with the City of Joplin and surrounding areas, provides a solid foundation for the entire team to collaborate throughout the project. We want to be your partner in serving the current and future transportation needs of your area. Listening and understanding the needs of all stakeholders is welcomed and encouraged. We understand that it will take input from all sides to make this tool useful.

O-D Report

Using the cloud-based Replica platform, Olsson will prepare an Origin-Destination report to document major findings such as the current travel patterns, heavily trafficked corridors and their potential capacity constraints, and areas with increased multi-modal influence. The report will help visualize the origin-destination data and make sense of the powerful platform.

This report will take the disaggregated data generated by Replica's simulated traffic demand model and interpret it to fit with and help contribute to JATSO's upcoming planning projects. We will reference the data to identify top internal destinations as well as high-travel routes within the region. In addition to referencing the raw origin-destination information, trip purpose, mode choice and travel patterns will also be identified. The patterns of external trips will also be reviewed to identify current preferred routes through the metropolitan area, as well as the primary locations where freight and private vehicles originate or terminate outside of the study area. The Replica platform can provide some broad metrics of economic flow within the region that will be referenced in the report. In addition to a summary of the data produced by Replica, a list of follow-up areas of interest that are recommended for further study will be provided. This may include recommendations for travel demand model updates, capacity analysis, interchange and corridor studies, and incident management.

Future Analysis

Forward thinking cities and MPOs such as yours understand that this O-D study is just the beginning. Southwestern Missouri is growing, and there is a strong need to continually assess the transportation system. This study will be used to identify areas for further investigation that perhaps will require a review from a different lens. A few potential examples include:

- Identifying an interchange nearing capacity with the need to evaluate using a more appropriate analysis tool to fully understand the pros and cons of different interchange alternatives.
- Recommendation of areas where multi-modal investment is necessary – potentially observing a high pedestrian area with limited multi-modal infrastructure in place.

The year 2020 showed us that travel patterns can change in an instant. Work habits and mode choice are changing. Future analysis of the system is imperative to maintain an understanding of the changing environment.

If desired, your users can keep this platform up-to-date with recent transportation infrastructure upgrades or development activity. Maintaining an effective and relevant analysis tool will need the help and ongoing support from your selected partners – we hope to fill that need and be an extension of your staff.

Public Engagement

One potential benefit of this tool and study is that it contains a variety of information that may help with public engagement efforts. The O-D study and analysis platform covers a wide area and can be used to provide supplemental data and graphics to help with current and future public meetings, websites, and many other applications. A picture is worth a thousand words especially as it relates to public engagement, and this tool can help tell the story in ways that were not previously available to us.

History with Joplin

At Olsson, we have a vested interest in continuing to improve the City of Joplin because we not only work here, but we also live here. Currently, we employ over 1,900 professionals across the firm, and our local office is located in the heart of the city in downtown Joplin. Our office hosts over 40 team members. Our knowledge and successful track record on your projects mean that we understand your policies and procedures, making your job easier for this project.

For example, after the city suffered infrastructure damage sustained by an EF-5 tornado, Joplin received Community Development Block Grant Disaster Relief (CDBG-DR2) funding. Using this funding, Olsson planned, designed, and oversaw rehabilitation of approximately 30 miles of neighborhood streets within the tornado disaster recovery area. These infrastructure projects enhanced overall neighborhood continuity and visual impact to achieve an inviting and sustainable environment.

What is the City of Joplin and partner agencies getting?

With the selection of Replica in response to the City of Joplin's Origin-Destination study RFP. The City of Joplin will be receiving a 1 year subscription to Replica data and all outputs associated with Replica's platform. Replica will grant 10 users access to the platform that can be changed and be associated with various organizations that were listed in the RFP. Along with access to the platform/data, Olsson's team of experts will be performing the Origin-Destination study and creating the report including visualizations of their findings with recommendations for further study and next steps.

Origin & Destination Data Requirements - Replica

Joplin Requirements	Replica
The system should measure and report origin-destination data primarily for all users, including, bicycle and motorized vehicles users.	Replica is able to provide origin-destination pairs for different modes of travel. Such as, Private Auto, Auto Passenger, Commercial Freight, Walking, Biking, and Transit.
The system should allow users to define an analysis zone or routes for reporting.	All data can be queried by standard geographies such as a block group, census tract, city or county. Custom created geographies can be uploaded by users and can be saved for repeated use. Replica utilizes Open Street Maps for its roadway network.
The system should be able to provide origin-destination data for analysis zones defined within the Jasper County and Newton County areas.	Replica provides trip characteristics (including origin and destination) at any geographical level such as a block group, census tract, city, county and custom geography.
The system should be accessible through commonly available computer software, such as a web browser.	Replica datasets are accessible via Replica's web based tool using a web browser.
The system should not require MPO to maintain servers, networking equipment, or field equipment.	Replica does not require any other entities to maintain servers, networking equipment or field equipment.
The system should allow MPO and its assigned users (which may include entities outside of MPO such as Jasper County, Newton County, cities within each county, MoDOT) access to the data portal. MPO may assign up to ten (10) users to the data portal. Users may be reassigned during the contract period.	Replica will provide access to ten (10) users. All ten users will have access to your specified region, unlimited data downloads, and unlimited support. The client will have the ability to reassign users during the contract period.
The system should be accessible by multiple users simultaneously.	Replica allows users to create their own login information. Each of the (10) users will have their own login and can access Replica's tool simultaneously.
The system should provide only non-personally identifiable data to the users	Replica provides only non-personally identifiable data to the users. Replica can present detailed, disaggregate data without compromising privacy

Team Organization

The Replica team has extensive experience providing data, customer support, and professional services to public agencies including cities and metropolitan planning organizations across the United States. Replica employees have first-hand experience working in state and local government, transportation planning, travel modeling, data engineering, data management/procurement, and machine learning.

Replica's Director of Client Services Lauren Massey will be Joplin's main point of contact and the person tasked with ensuring Joplin's success. Lauren will be supported by Replica's experts in machine learning, technical engineering, data management, and transportation modeling. The Replica team consists of:

- **Project Lead:** Lauren Massey (Director of Client Services)
  - **Senior Project Stakeholders:** Nick Bowden (CEO)
  - **Account Manager:** Logan Mormando (Growth)
  - **Technical Lead:** Alexei Pozdnukhov (Chief Scientist)
  - **Engineering Lead:** Kael Greco (Senior Engineer)
  - **Data Lead:** Brian Parr (Vice President, Data Management)
  - **Solutions Lead:** Charlie Bailey (Solutions Architect)
  - **Transportation Model Lead:** Albab Noor (Senior Data Scientist)
- **Olsson Team**
  - **Traffic Engineer / Planner:** Mike Schoelz, PE
    - Mike is a registered professional engineer but also brings a conceptual, planning mindset to the project team. With a solid foundation in macro-level planning analysis and a keen familiarity with tools like Vissum, and TransCAD. Mike brings a distinct perspective to the junction of traffic engineering and planning. His practical engineering expertise injects a real-world perspective into the platform.
  - **Traffic Engineer:** Jacob Berry, PE
    - Jacob will be overseeing not only the project's technical aspects but also the production of the Origin-Destination report. He has eight years of experience solving the traffic needs for his clients. He has a passion for traffic impact, corridor, and safety studies to identify improvements that benefit all roadway users and save lives. Jacob's projects have ranged in complexity from interchange sensitivity analysis to traffic impact studies for small scale developments and has seen those study recommendations through design and implementation. He also has experience in other aspects of corridor signal timing optimization, pedestrian and trail designs, and other traditional aspects of traffic engineering design. His applied knowledge will help the project team understand how the macro-level analysis findings have real-world impacts on the transportation system. He will help identify corridors worth further investigation and potential projects that may come out of this O-D study.

+ **QA/QC:** Tom Fulton
    - Tom is a dependable and dedicated figure in the ever-evolving landscape of traffic engineering. With a senior-level depth of knowledge in multiple areas of traffic engineering, Tom's expertise spans traffic and corridor studies, signal planning, intersection geometric enhancements, signing and marking, simulation and modeling. Additionally, Tom brings experience in O-D planning-level studies to the project, and he will take on the vital role of Quality Assurance and Quality Control (QA/QC) for the O-D report. His comprehensive skill set, along with his dedication and client-centric approach, ensures that the project benefits from a seasoned and detail-oriented professional who excels in solving complex traffic challenges
+ **Senior Traffic Engineer:** Kurt Rotering, PE, PTOE, RSP
    - Utilizing his broad breadth of experience, Kurt brings expertise to a wide variety of projects in traffic and transportation engineering including signal and roundabout design, large-scale campus planning and design, access management, traffic studies, and event traffic management. Kurt has worked on a variety of projects for various state DOT's and has extensive experience working with municipalities throughout Missouri. Kurt recently managed a project within the City of Shawnee, Kansas that utilized travel demand model findings to evaluate the changing land uses and increased demand along K-7, a regional connector and vital north/south corridor within the city.

Replica References

Reference 1: City of Overland Park; Sep 2020 - Present
Jack Messer, (913) 895-6191, jack.messer@opkansas.org

Reference 2: City of Olathe; Dec 2020 - Present
John Page,(913) 971-9039, jcpage@olatheks.org

Reference 3: Tahoe Regional Planning Agency; Jun 2023 - Present
Dan Segan, (775) 589-5233, dsegan@trpa.gov

Cost Estimate

Replica proposes an annual subscription for access to our data platform and data downloads across 10 users from the city of Joplin and partner agencies for an unlimited number of queries and data downloads at the rate of **$48,000 USD per year**. As part of Replica's teaming and staffing approach, Joplin will have access to our full team listed in this proposal. Their time and efforts to onboard, implement, and train Joplin and its regional partners are included in the cost of the annual subscription at no additional cost.

Proposed Joplin:

Date Submitted:	October 29, 2023
Contract Term:	1 Year + Options for multi-year
Annual Replica Subscription	Access to Replica's data ● 10 Users for Joplin / Partner Agencies ● Includes unlimited data downloads ● Includes unlimited data queries
Customer Support	Dedicated Customer Success Manager ● Support implementation, onboarding, and continued support throughout the lifecycle of this contract ● Technical,1:1, and in-app support as needed ● Community webinars and regional trainings
Total	**$48,000 USD** / Year

Olsson will conduct the Origin-Destination Report update for the JATSO MPO areas. This will include the aggregation, review, and summary of the data harnessed from the Replica platform as it relates to the area's transportation infrastructure and travel patterns. The O-D Report will include a summary of trip purpose, travel patterns, road usage & capacity, corridor life expectancy estimates, economic flow observations, recommended areas of future studies,and other notable findings. Updates to the model itself are not anticipated with this task (e.g. TAZ updates). Report graphics will be pulled from the Replica platform where possible. However, a review of corridor life expectancy, recommendations of future studies, and other post-processing characteristics will also be performed. A general breakdown of anticipated workflow tasks is provided below for reference. **The O-D Report task is anticipated to be approximately $87,856**.

Origin-Destination Report Cost Estimate:

Task Description	Team Leader	Technical Leader	Project Engineer	Associate Engineer/ Planner	Technician	Admin	Sub Total
A. General Project Management		6	30			4	$6,632
B. Project Meetings		8	8	8			$4,184
C. O-D Data Review	4	8	16	48			$11,804
D. O-D Data Aggregation & Report	8	16	68	216			$38,044
E. Draft Report	4	10	20	40	24	16	$15,982
F. Final Report	4	6	16	24	20	10	$11,210
TOTAL	**20**	**54**	**158**	**280**	**44**	**30**	**$87,856**

Noted Assumptions:

- Document is anticipated to be over 100+ pages in length including appendices.
- Freeport graphics will be pulled from Replica platform directly where possible. Some elements of post-processing will also be required for the report.
- Economic Flow Summary will include an evaluation of Replica platform-provided metrics.

Based on the provided scoping information and the expertise provided by this consultant team, our proposal is committed to not exceed a total of $135,856.

Schedule

Users will have access to Replica within one business day of contract execution with onboarding / training sessions at the customers desired times.

The anticipated schedule for the Origin-Destination Report, including draft/final report submittal and associated agency reviews, is included below. This assumes notice to proceed would occur in early December.

Origin-Destination Report Anticipated Schedule:

Notice to Proceed	December 1, 2023
Project Meetings, Data Review, Determination of Recommendations & Conclusions	December 2023 - March 2024
Draft Report for Agency Review	March 29, 2024
Agency Review	April 2024
Final Report for Agency Review	May 17, 2024
Agency Report Approval	June 2024

REPLICA

olsson

Work Examples

Joplin Area Transit Model - Olsson

Economic development is thriving in Joplin and the growth justified an analysis of the metropolitan area's transportation needs. The Joplin Area Transportation Study Organization (JATSO) turned to Olsson to complete an update of the Metropolitan Transportation Plan (MTP). Our transportation planners dove into studying all modes of transportation – auto, truck, bicycle, pedestrian, transit, etc. - in and around the City of Joplin.

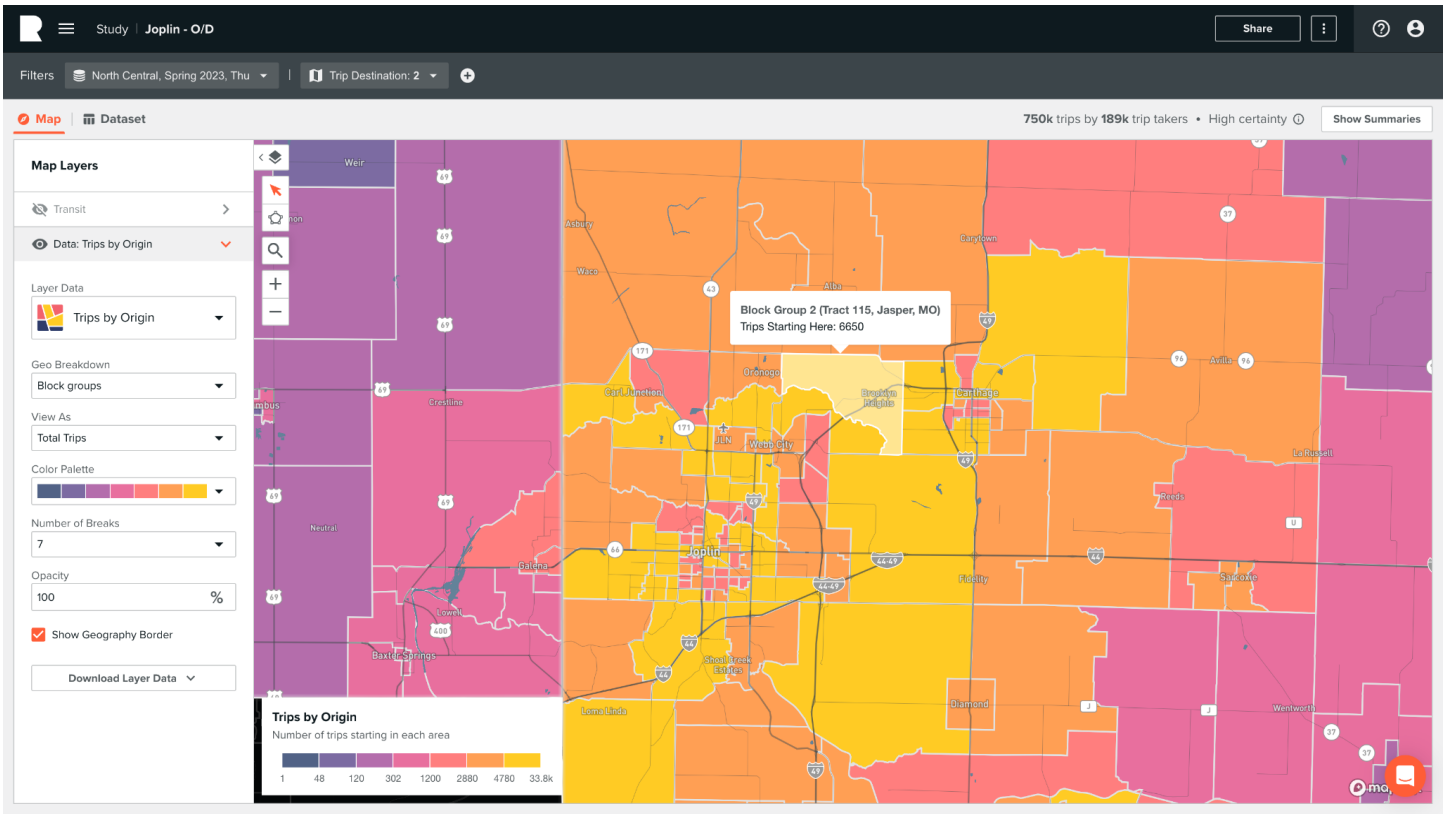
With the onset of the COVID-19 pandemic in the spring of 2020, Olsson quickly pivoted our outreach and public engagement to online and virtual meetings. The plan was built with the input of numerous stakeholder groups, and hundreds attended the virtual online "open houses" to review materials and provide input.

Through this process, and fueled in part by the pandemic, two trends became clear: the desire for increased active transportation connectivity and facilities for pedestrians and bicyclists; and the lack of widespread broadband options to facilitate work from home and remote learning. These desires surfaced not only from the general public, but also from chambers of commerce, visitor's bureaus, developers, business owners, and school districts. The stakeholders saw not only the benefit for existing residents and businesses, but the need for these expanded services to attract and retain new employees and residents.

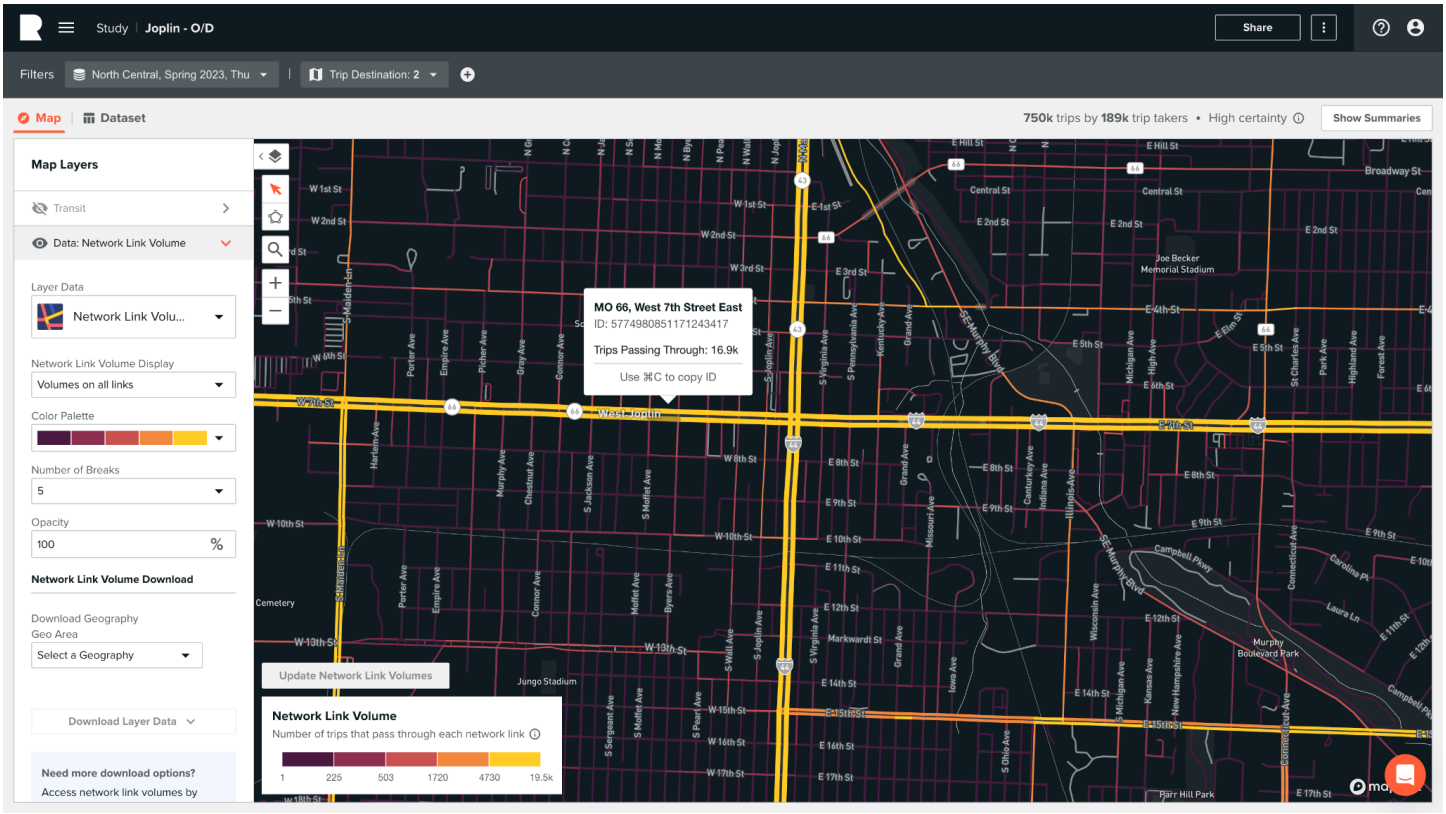
Reference: Keegan Stanton, JATSO, 417.624.0820 ext. 511

Replica Platform Example

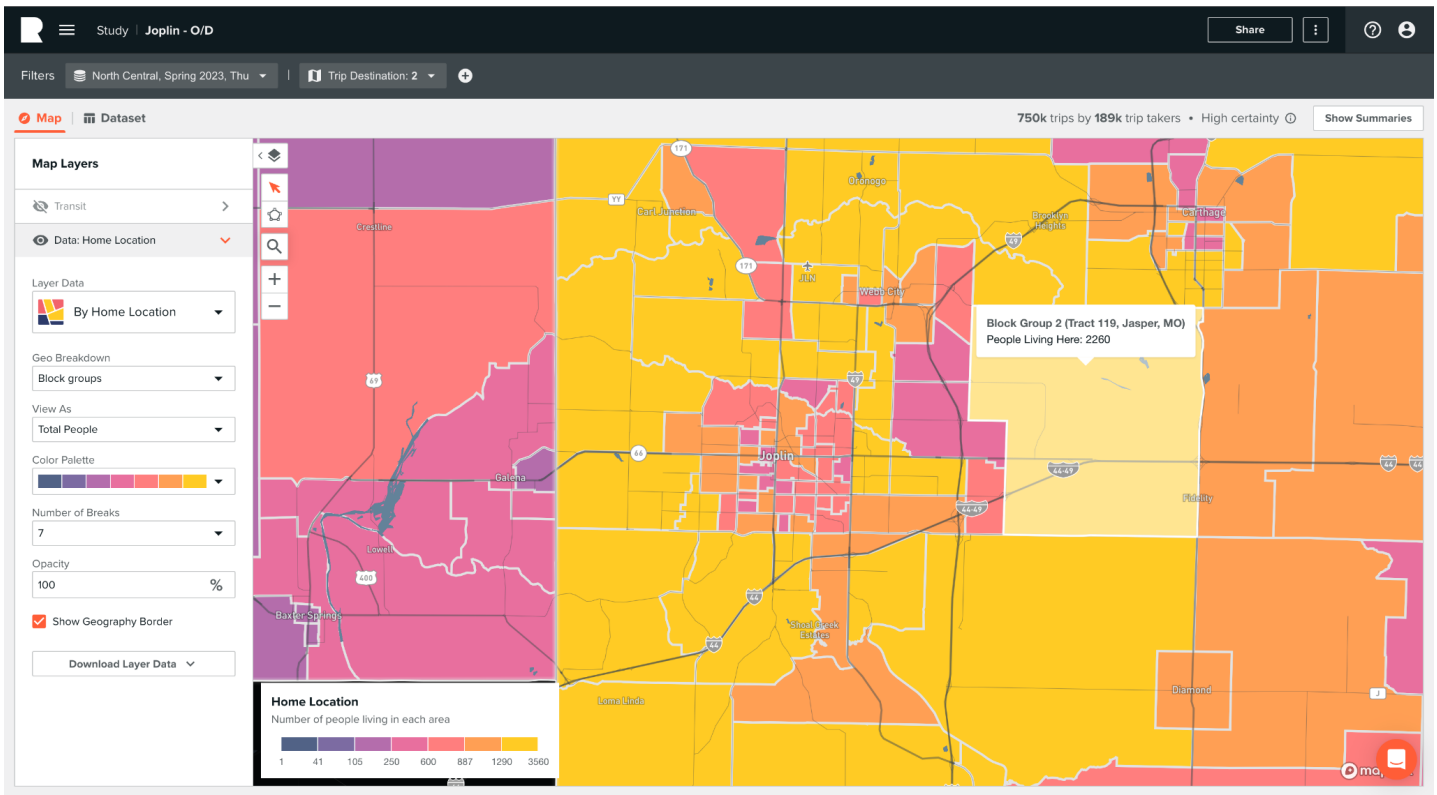
The image below shows Replica's platform displaying **trip origins** of trips ending in Jasper or Newton Counties



The image below shows a zoomed in screenshot of **network volumes** of trips that are ending in Jasper or Newton Counties



The image below shows **home locations** of individuals who on a typical weekday in the Spring of 2023, travel to Jasper or Newton Counties



City of Joplin

Origin & Destination Study Tabulation Sheet

11/22/2023

Reviewer's Name	Replica	Cambidge
Reviewer #1	93	67
Reviewer #2	100	85
Reviewer #3	90	65
Reviewer #4	89	81
Reviewer#5	87	66
Total	459	364

COUNCIL BILL NO. 2024-281 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Replica for Professional Planning Services relating to the creation of the 2024 Origin & Destination Study for the Joplin Area Transportation Planning Organization (JATSO); authorizing the City Manager to execute said Agreement for the City of Joplin.

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

WHEREAS the Joplin Area Transportation Planning Organization (JATSO) determines the flow and adequacy of existing traffic routes, identifies potential transportation infrastructure problems, and develops trip generation and trip distribution modes with Origin & Destination Studies.

WHEREAS the Joplin Area Transportation Planning Organization (JATSO) updates the Origin & Destination Study, as needed. JATSO last updated the Origin & Destination Study in 2007.

Section 1. That the City enter into an Agreement by and between the City of Joplin and Replica for Professional Planning Services relating to the creation of the Joplin Area Transportation Planning Organization's 2024 Origin & Destination Study in the not to exceed total amount of One Hundred Thirty-Five Thousand Eight Hundred Fifty-Six and 00/100 dollars ($135,856) attached herto as Exhibit A.

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

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

_____

ATTEST: Keenan T. Cortez Sr., Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-454 – approving a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin

MEETING DATE
September 03, 2024

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2024-454 Council Bill and the DHSS Program Services Contract.

REVIEWED BY
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services regarding the WIC Program for contract year 2024-2025

BACKGROUND
This DHSS contract provides funding from the state for this program. This contract is the annual renewal of the agreement between the DHSS and the City of Joplin Health Department to provide nutritional assistance and certain medical services in connection with the Women, Infant & Children (WIC) project. The City Council has previously approved similar contracts.

The contract calls for the City of Joplin Health Department to provide WIC services that provide food instruments (e-wic cards) redeemable for specific nutritious foods, nutrition education and counseling, breastfeeding education and support and referral to other medical services for income eligible women infants and children in Jasper County for a total cost reimbursement of up to $740,257.00.

Revenues and expenses are budgeted in the remainder of the current year budget as well as the 2024-2025 city budget.

The period for this agreement is October 1, 2024 through September 30, 2025 and the total anticipated reimbursement from this agreement is $740,257 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.

COUNCIL BILL NO. 2024-454 **ORDINANCE NO.**

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2024 and running through September 30, 2025, for the amount of up to Seven Hundred Forty Thousand, Two Hundred Fifty Seven Dollars and no Cents ($740,257.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri.

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, dealing generally with the provision by the Health Department, of contract services for nutritional assistance and education to residents of Jasper County, a true and accurate copy of the same being attached hereto and incorporated herein, 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.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 3rd day of September 2024, by a vote of

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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.

Tracking #	**Contract Title:**	
56766	WIC LOCAL AGENCY NUTRITION SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/124	9/30/2025	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)		UEI NUMBER:
*********		HRWZCYY8MWJ3
CONTRACTOR'S AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE		DATE

WIC: Local Agency Nutrition Services

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, of 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.

1.2 The Contractor shall comply with and include in any agreement made with a subcontractor or subgrantee the following:

1.2.1 Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," (August 11, 2000);

1.2.2 All provisions required by the implementing regulations of the United States Department of Agriculture (USDA) (7 CFR 15 et seq); and

1.2.3 Food and Nutrition Service (FNS) directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, sex (including gender identity and sexual orientation), age, disability or reprisal or retaliation for prior civil rights activity be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor and subcontractors receive federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

1.3 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.

1.4 The contract amount shall not exceed the amount stated on the Budget Page, Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein for the period of October 1, 2024 through September 30, 2025.

1.5 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:

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

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

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

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

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

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

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

Program Name: Bureau of WIC and Nutrition Services
Address: P.O. Box 570, Jefferson City, MO 65102
Phone: 573-751-6204 or 800-392-8209
Email: WICOperations@health.mo.gov

2. PURPOSE

2.1 The Department of Health and Senior Services' Special Supplemental Nutrition Program for Women, Infants and Children (WIC or Department) was established to provide nutrition education, breastfeeding promotion and support, nutritious supplemental food and referrals to other health and social services at no cost to eligible persons.

2.2 WIC serves as an adjunct to good health care during critical times of human growth and development to prevent health problems and improve the health of those served.

2.3 The purpose of this contract is to allow the Department to provide funds to support the delivery of food, nutrition education, breastfeeding promotion and support and health referral services and benefits of WIC to eligible participants through qualified community agencies (Contractors), such as local public health agencies.

2.4 The terms of this contract are derived from the language set forth in 7 CFR 246 located at: https://www.ecfr.gov/cgi-bin/text-idx?SID=7dcc7958d3ce6fcc8b960e2bb28c39b6&mc=true&node=pt7.4.246&rgn=div5. The Contractor shall familiarize itself with these regulations and shall abide by their applicable parts. The Contractor shall abide by the requirements set forth in the Missouri WIC Operations Manual (WOM) and its updates, which are available at https://health.mo.gov/living/families/wic-portal/wom/ and are incorporated by reference as though fully set forth herein.

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3. CERTIFICATION

3.1 The Contractor shall process all WIC applications within the timeframes set forth in 7 CFR 246.7(b)(5), 246.7(f)(2) and WOM policies 7.1.030 and 8.1.110.

3.2 The Contractor shall provide services to all WIC applicants based on the participant priority system in accordance with WOM policies 8.1.080 and 8.1.220.

3.3 The Contractor shall not establish a waiting list without prior approval of the Department. When the Department approves a waiting list, the Contractor must establish and manage the waiting list as set forth in WOM policy 7.1.040.

3.4 The Contractor shall certify applicants for WIC in accordance with WOM policies 3.1.030, 8.1.060-8.1.080, 8.1.110-8.1.130, 8.1.170, 8.1.220, and 8.1.260-8.1.280.

3.5 The Contractor shall update participant records in the Missouri Management Information System (MIS) as necessary, including making changes, corrections, terminations, and reinstatements.

3.6 The Contractor shall ensure that appropriate measures are in place to ensure separation of duties and conflict of interest are avoided in accordance with WOM policy 8.1.030.

4. FOOD PACKAGE ISSUANCE

4.1 The Contractor shall issue food packages in compliance with WOM policies 2.3.010-2.3.130, 8.1.030 and 9.1.020.

5. FOOD DELIVERY/FOOD INSTRUMENT ACCOUNTABILITY AND CONTROL

5.1 The Contractor is responsible for maintaining food instrument accountability, issuance and security in accordance with WOM policies 8.1.080 and 9.1.010-9.1.040.

5.2 The Contractor shall issue a replacement food instrument when an authorized representative, alternate representative or proxy reports the food instrument as lost, stolen or damaged in accordance with WOM policy 9.1.030. This WOM policy requires a five-day waiting period to allow pending food instrument transactions to be completed and reported to the benefit reporting system. Under this contract, the Contractor can override the waiting period under specific conditions.

5.2.1 The Contractor agrees that any staff granted permission to override the five-day waiting period for food instrument replacements shall complete the state agency training for user access to waiting period overrides prior to gaining access to this role. This training

will educate staff on how to avoid over issuance of WIC benefits when using food instrument replacements prior to the end of the five-day waiting period.

5.3 The Contractor agrees to inform all staff that a violation of confidentiality, including but not limited to improper sharing of access, use, or disclosure of login credentials for WIC Direct, is a violation as defined by WOM policy 3.1.040. Any violation shall be cause for disciplinary action and shall result in an immediate and permanent revocation of the staff's access to conduct replacement card waiting period overrides.

5.3.1 The Contractor shall accept financial responsibility for their staff's over issuance of benefits resulting in the over-redemption of benefits by a WIC participant. The Contractor shall be responsible for the repayment of the amount of over-redemption of food benefits to the state agency using non-WIC funds within thirty (30) days if over-redemption occurs due to improperly overriding the five-day replacement waiting period.

a. The state agency shall send written notification to the Contractor indicating the amount of over-redemption that must be repaid and the instructions for repayment, along with details from the override that caused the over-redemption.

b. If repayment is not made within thirty (30) days of notice, the Contractor will not be permitted to override the five-day food instrument replacement waiting period until the repayment is made.

5.3.2 The Contractor agrees that if over-redemption occurs due to staff overriding benefits incorrectly, they shall have their permission to override the five-day waiting period revoked until additional state agency training is completed prior to applying to have this permission reinstated.

a. Permission to override the five-day waiting period may be revoked permanently on the third time the same staff incorrectly overrides the five-day waiting period and causes an over issuance resulting in over-redemption.

5.4 If the above conditions are not met or the override process is not completed accurately, benefit over issuance could occur, causing over-redemption by WIC participants.

6. NUTRITION EDUCATION, BREASTFEEDING EDUCATION AND PROMOTION AND SUPPORT SERVICES

6.1 The Contractor shall provide nutrition education, breastfeeding education and promotion and support services to participants in accordance with WOM policies 2.1.010-2.2.080, 2.4.010-2.4.110, 7.1.030, 8.1.020 and 8.1.100.

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7. CLINIC ENVIRONMENT, ACCESSIBILITY OF SERVICES AND CUSTOMER SERVICE

7.1 The Contractor shall ensure clinic access in accordance with WOM policy 7.1.050.

7.2 The Contractor shall establish and maintain an environment that supports and encourages women to initiate and continue breastfeeding as outlined in WOM policy 2.1.020.

7.3 The Contractor shall ensure accessibility of WIC services to any eligible person including migrant farm workers and their families and homeless individuals per WOM policies 2.3.060, 2.4.090 and 8.1.160.

7.4 The Contractor shall ensure WIC services are available in their service area by:

7.4.1 Completing a Civil Rights Impact Analysis at least sixty (60) days prior to opening, relocating, changing hours or days of operation or closing a clinic site, satellite facility or hospital certification site. This is done by completing a Civil Rights Impact Analysis Template (WIC-34) located at https://health.mo.gov/living/families/wic/localagency/formspoliciesprocedures/ (Administrative Forms) in accordance with WOM policy 11.1.040.

7.4.2 Ensuring that continuity of WIC services is addressed in their local agency Emergency Response and Disaster Preparedness (ERDP) Plan in accordance with WOM policy 4.1.060.

7.5 The Contractor shall provide voter registration services and assure that services are made available in compliance with the National Voter Registration Act of 1993 and WOM policy 8.1.150.

7.6 The Contractor shall identify, in a highly visible manner, where WIC services are located at each Contractor's site using fixed or portable signage to direct WIC participants to the clinic.

7.6.1 Outside signage shall be visible from the street.

7.6.2 Inside signage shall be used if the space is shared with other tenants.

7.7 The Contractor shall have a written procedure for handling participant complaints and grievances including, but not limited to, the WIC program or the participant's experience while visiting the Contractor's clinic. The procedure must be approved by the Department as part of the Local Agency Plan (LAP).

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7.8 The Contractor shall ensure all staff follow the approved discrimination complaint procedure as outlined in WOM policy 11.1.020, 7 CFR 246.8 and FNS Instruction 113-1.

7.9 The Contractor shall ensure WIC staff do not share individual user identification or passwords to the data systems in accordance with the sanctions guidelines set forth in WOM policy 3.1.040. Sharing individual user IDs or passwords will result in a breach of security. The Contractor shall perform verification and updates and report all security breaches immediately to the MIS Program Security Officer.

7.10 The Contractor shall ensure good customer service by:

7.10.1 Ensuring the Contractor has a functional phone system available during posted business hours;

7.10.2 Ensuring the Contractor has an adequate amount of staff to answer phones and respond to email inquiries in a timely and professional manner. If staff are not available, the Contractor shall have an answering system and must return calls and respond to emails from participants the next clinic day;

7.10.3 Ensuring staff answering the phones and responding to email have a working knowledge of WIC and its functions to provide good customer service by listening to and answering questions appropriately and consistently, knowing how to handle difficult situations and building customer service rapport with new applicants and participants;

7.10.4 Ensuring all staff representing the WIC program exhibit respectful behavior to any individual or entity interacting with the WIC program, including, but not limited to, authorized WIC retailers, other local and state agency staff, health care professionals, applicants and participants; and

7.10.5 Providing WIC applicants, participants, authorized representatives, alternate representatives and proxies with hearing, vision, speech and mental impairments and foreign language barriers communications systems at no cost to them in accordance with WOM policy 11.1.020.

7.11 If the Contractor fails to ensure good customer services, the Department may choose not to enter into a new contract with the Contractor at the expiration of the current contract as outlined in 7 CFR 246.6(a).

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8. CLINIC MANAGEMENT AND COORDINATION

8.1 The Contractor shall provide to all WIC applicants, participants, authorized representatives, alternate representatives and proxies information about and referrals to available health-related and public assistance programs in accordance with WOM policy 8.1.020.

8.2 The Contractor shall have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when health services are provided through referral in accordance with 7 CFR 246.6(b)(5).

8.2.1 The written agreement shall outline all WIC-related responsibilities of each agency as outlined in 7 CFR 246.6(d) and/or (e). The Department shall approve the signed agreement as part of the LAP and the signed agreement shall be kept on file at the Department and with the respective Contractor.

8.2.2 WIC funds shall not be used to reimburse the other health agency or private physician for pediatric and obstetric care services provided.

9. ASSESSMENT, PLANNING AND EVALUATION

9.1 The Contractor shall, at least annually, assess the needs of its WIC participants and potential WIC participants using the MIS tool(s) or other such assessments to improve the effectiveness of local service provision and to modify local operations to meet the needs of WIC participants, as appropriate within the allowances and guidelines in WOM policy 10.1.040 and 7 CFR 246.19(b)(6).

9.2 The Contractor shall develop a LAP for WIC services in accordance with WOM policy 4.1.050. The Contractor shall monitor the progress of all initiatives and allocations in the LAP throughout the contract period to ensure compliance.

9.2.1 The Contractor shall submit the LAP to the Department and receive approval by September 1 of the current contract period if the Contractor wishes to continue to provide WIC services for the following contract period.

a. The Contractor's failure to receive approval by the due date may delay the issuance of a new contract and processing of monthly invoices.

9.2.2 The Contractor shall identify their goals, objectives and strategies in the LAP. Goals must be written in the SMART format (Specific, Measurable, Achievable, Relevant and Time-Bound.) SMART format information can be found at https://health.mo.gov/living/families/wic-portal/pdf/smart-goals.pdf.

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9.2.3 The Contractor shall have a written plan for outreach that emphasizes increased participation appropriate to the local area and population per WOM policy 7.1.010. The outreach plan must be approved by the Department as part of the LAP. The plan shall include, but not be limited to:

a. An active outreach referral network with community partners that serve similar populations that are potentially eligible.

b. At least one outreach activity.

c. Activities should target potentially high-risk individuals and individuals who are most in need of benefits, with emphasis on reaching and enrolling eligible migrants and Missouri women in the early months of pregnancy.

9.3 The Contractor shall, at least monthly during the contract period, follow up on no-show applicants and participants, reschedule missed appointments and provide adequate and appropriate notice of upcoming appointments in accordance with WOM policies 7.1.030 and 8.1.110.

9.4 The Contractor shall attempt to contact any prenatal applicant who missed her initial appointment to determine WIC eligibility and shall document such contacts in accordance with WOM policy 8.1.110.

9.5 The Contractor shall publicly announce the availability of WIC benefits in the first quarter of each contract period and when significant WIC changes have occurred that affect the local population and local participants, such as change in clinic hours, closing of a satellite office, etc., in accordance with WOM policy 11.1.020.

10. STAFFING

10.1 The Contractor shall ensure all staff are performing within their scope of practice.

10.2 The Contractor's staff may serve more than one staff role as long as it is clear which individual staff person fulfills each role. These staff roles shall include:

10.2.1 A WIC Coordinator who is responsible for coordinating and ensuring that the local agency's WIC services are managed and provided in the most effective and efficient manner possible. Minimum qualifications, duties performed, and training requirements are defined in WOM policy 4.1.010, 7 CFR 246.3(f) and 246.6(b);

10.2.2 A Nutrition Coordinator who is a qualified nutritionist and is responsible for coordinating nutrition services. Minimum qualifications, duties performed, and training requirements are defined in WOM policy 2.4.040 and 7 CFR 246.11(d);

10.2.3 A Breastfeeding Coordinator who has knowledge and experience to support, develop, and implement all breastfeeding services. Minimum qualifications, duties performed, and training requirements are defined in WOM policy 2.1.010 and 7 CFR 246.11(c);

10.2.4 A Nutritionist who is responsible for conducting nutrition assessments, assigning risk factors and providing appropriate nutrition and breastfeeding education and counseling as defined in WOM policy 2.4.030 and 7 CFR 246.11(d);

10.2.5 A Retailer contact person, also known as the Retail Coordinator, to collaborate with the Department retailer unit to ensure authorized WIC retailers have a local contact person for questions regarding food benefit redemptions as defined in WOM policies 1.1.010 and 4.1.010 and 7 CFR 246.12(r)(3);

10.2.6 A Competent Professional Authority (CPA) who is responsible for obtaining and entering participant certification data into the MIS, prescribing foods and formulas and providing nutrition and breastfeeding education and may assist with supervision of the WIC Certifiers as defined in WOM policy 2.4.050; and

10.2.7 A National Voter Registration Act (NVRA) Liaison who is responsible for training new employees, periodically observing clinic staff to ensure the requirements of NVRA are understood and met and ensures an adequate supply of registration applications are available at all clinic sites as defined in WOM policies 4.1.010 and 8.1.150, 7 CFR 246.3(f) and 246.6(b).

10.3 The Contractor may employ a WIC certifier, registered dietitian, health professional assistant and administrative or clerical staff to assist with the WIC certification process in accordance with WOM policies 2.4.060, 2.4.070 and 4.1.020.

11. TRAINING AND TECHNICAL ASSISTANCE

11.1 The Contractor shall ensure that the Contractor's staff (and subcontractor's staff and volunteers, if applicable), who are performing WIC services, have successfully completed and documented all training required by the Department according to WOM policy 2.4.010.

11.1.1 The Contractor shall pay for all WIC-allowable expenses incurred by Contractor personnel attending any training approved by the Department in any location as defined in WOM policy 5.1.050.

11.2 The Contractor shall accept technical assistance and/or training from the Department when the Department finds non-compliance or deficiencies in components of WIC policies and procedures as the Department determines necessary.

11.3 The Contractor may request technical assistance at any time from their assigned Department WIC technical assistance staff.

11.4 The Contractor shall ensure civil rights compliance as defined in WOM policy 11.1.010 and 7 CFR 246.8 in all aspects of their WIC operations.

12. REPORTS

12.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve (12) months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve (12) months, the Contractor shall submit this report annually and at the time the final invoice is due.

12.2 The Department WIC Help Desk staff will send monthly emails to all local agency WIC Coordinators requesting a Crystal Report of the employees who have access to their agency site be run and reviewed. Any user who has not accessed the MIS, WIC Direct or the MO Secure File Transfer Server in the last thirty (30) days will have their user IDs deactivated. Department staff will review all current system roles and permissions assigned and make appropriate changes.

12.3 Users shall not share their user IDs or passwords, as this will result in a breach of security. The Contractor shall perform verification and updates and report all security breaches immediately to the MIS Program Security Officer.

13. BUDGET AND ALLOWABLE COSTS

13.1 The Department will reimburse the Contractor for necessary and allowable costs incurred specifically during the contract period for the proper and efficient performance of the contract consistent with WOM policies 5.1.010-5.1.170.

13.1.1 To provide WIC services, the Contractor shall submit a budget through the LAP application process to obtain the Department's written approval per WOM policy 4.1.050. The Department shall not reimburse the Contractor for any costs incurred prior to the contract period. Allowable costs not included in the LAP application process may require prior approval from the Department or those costs may not be reimbursed, at the sole discretion of the Department.

13.1.2 The Contractor shall designate staff time by cost category in the LAP in accordance with WOM policy 5.1.020.

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13.1.3 The Contractor shall use the funds for only the activities and materials as budgeted and approved by the Department per WOM policy 5.1.010. This applies to all administrative funding and special funding projects as stated on the attached Budget Page (Attachment C). The Contractor shall request changes among budgeted categories using the online Budget Adjustment form and obtain approval prior to expending funds.

13.2 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs stated in Attachment C. Contract amounts may be adjusted to ensure appropriate funding amounts are available for each local agency.

13.2.1 In the event of a natural disaster or other circumstances that cause a change in caseload or costs to occur, the Department shall have sole discretion to adjust the contract amount upon the written request of the Contractor per WOM policy 10.1.010.

13.2.2 The contract amount for core WIC services and any special project funding is based on availability of federal funds, which is subject to change. The Department will provide thirty (30) days written notice to the Contractor prior to an effective change.

13.3 Allowable costs for this contract include personnel compensation and benefits, contract services, conference and training, travel, administrative office costs, medical materials, facility costs, equipment purchases, computer hardware and software and nutrition education materials.

13.4 The Contractor shall maintain a complete, accurate, documented and current accounting of all contract funds received and expended. The Contractor shall have source documentation, original record that proves a transaction occurred, available for review, audit, and evaluation. The Contractor shall comply with Department requests for documentation of contract funds received and expended within fifteen (15) working days of the date of the request.

13.5 The Contractor shall document and report when non-WIC funds are used to meet the requirements of this contract or to provide services. Any non-WIC funds used for allowable expenses shall be included in the LAP budget and reported in the monthly billing as in-kind.

13.6 Indirect costs

13.6.1 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, as defined in 2 CFR § 200.1.

13.6.2 The Contractor shall not bill the Department for indirect costs that exceed the Contractor's federally negotiated rate or, if no rate exists, then the Contractor shall not exceed 15% 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 $50,000 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 $50,000. 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.

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

13.6.4 In the event the Contractor's approved federally negotiated rate changes, the Contractor shall submit the new negotiated agreement to the Department at monitoring@health.mo.gov prior to submitting an invoice using the new rate.

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

13.8 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.

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

13.8.2 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.

13.9 The Contractor shall invoice and be reimbursed for actual expenses of hemoglobin equipment and supplies as set forth in the approved LAP.

13.10 The Contractor shall follow competitive procurement practices.

14. INVOICING AND PAYMENT

14.1 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.M

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

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

14.2 The Contractor shall submit invoices monthly via the online WIC invoicing application per WOM policy 5.1.010. The Contractor shall perform the services prior to invoicing the Department.

14.2.1 An exception to this requirement is the June invoice. The Department will notify the Contractor in advance of the June submission date, which will be coordinated with the end of the state fiscal year. All documentation shall remain on file at the Contractor's facility.

14.2.2 The Contractor shall be reimbursed in accordance with WOM 5.1.010. The Contractor shall designate staff time by category on the reimbursement request.

14.3 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.

14.4 The Contractor shall submit the final invoice no later than December 9, 2025. The Department shall have no obligation to pay any invoice submitted after the due date.

14.5 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.

14.6 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.

14.6.1 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.

14.7 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.

14.8 The Contractor shall repay any overpayment made by the Department. The Department will provide the repayment instructions to the Contractor.

14.9 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://sam.gov/content/assistance-listings.

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

15. AMENDMENTS

15.1 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.

16. MONITORING

16.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance, to include conducting on-site monitoring visits with the Contractor.

16.2 Monitoring includes the evaluation of management, certification, nutrition education, breastfeeding promotion and support, participant services, civil rights compliance, accountability, financial management systems and food delivery systems per 7 CFR 246.19(b)(2).

16.3 The Department reserves the right to assess local agency customer service through participant surveys, simulated participant phone inquiries (i.e., secret shopper calls) and responsiveness to inquiries received by the Department and forwarded to the local agency. These assessments may be completed by the Department or a subcontractor to observe and evaluate the quality of the Contractor's customer service.

16.4 The Contractor agrees to on-site and remote monitoring from the Department to assess contract, WOM, and CFR compliance.

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16.5 The Contractor shall prepare a local agency Corrective Action Plan (CAP) and document progress updates and verifications of corrective actions taken pursuant to WOM policy 10.1.030.

16.6 The Contractor shall comply with a request from the Department to schedule a technical assistance (TA) onsite visit within the timeframe requested by the Department. A minimum of one scheduled TA visit will be conducted during a contract period in which the local agency is not being monitored.

16.7 When the Department determines through patterns of repeated findings, consultations or desk audits that the Contractor has failed to demonstrate efficient and effective administration of WIC, or to comply with other requirements contained in this contract, the Department may withhold up to 100% of the contract funds. Upon correction of the deficiency by the Contractor, the Department may provide the withheld funds to the Contractor.

16.8 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.

16.9 The Department has the right to disqualify the Contractor when, through a review, the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area. The Contractor will have the right to an administrative appeal of the Department's decision pursuant to the procedures outlined in WOM policy 10.1.050.

16.10 The Department has the right to penalize or fine the Contractor up to twenty-five thousand dollars ($25,000) for the misuse or illegal use of WIC funds, property or assets as set forth in 7 CFR 246.23(d).

16.11 The Contractor shall notify the Department of alleged participant violations and assist the Department in the investigation.

16.12 The Contractor shall be responsible for the monitoring of any subcontractors for compliance with contract guidelines.

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17. DOCUMENT RETENTION

17.1 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, in accordance with WOM policy 10.1.070, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

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

17.3 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.

17.4 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 and the contractor shall retain documents as directed by the Department.

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

18. CONFIDENTIALITY

18.1 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.

18.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

18.3 If the Contractor or subcontractor suspects that a theft, breach or exposure of WIC data or PII has occurred, the Contractor or subcontractor must immediately provide a description of the incident via email to WICHelpDesk@health.mo.gov or by calling the

WIC Help Desk at 800-554-2544. This email address and phone number are monitored by Department staff and Department staff will inform the Office of Administration Information Technology Services Division (ITSD) team in accordance with WOM policy 3.1.040. The Contractor shall work with Department staff and ITSD until a resolution is obtained.

19. LIABILITY

19.1 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.

19.2 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.

19.3 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 the 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.

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

20.1 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.

20.2 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 releases, 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:

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

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

20.3 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.

21. EQUIPMENT/SOFTWARE

21.1 The Contractor shall maintain an inventory list of all equipment, resources and software purchased with WIC funds, either by the Contractor or by the Department and provided to the Contractor, as required in WOM policy 3.1.010. All equipment, resources and software purchased with WIC funds, both by the Contractor and purchased by the Department and provided to the Contractor, belong to the Department and must be returned to the Department if the Contractor no longer provides WIC services.

21.1.1 Multi-user electric breast pumps loaned to participants; and

21.1.2 Items having a value of $500.00 and having a useful life of one year or more.

21.2 The Contractor shall be responsible for ensuring that the equipment, resources, and software it purchases with WIC funds or that was purchased by the Department and provided to the Contractor for use in its or a subcontractor's facility, if applicable, are available to conduct WIC services, meet Department requirements and specifications,

are properly maintained and repaired and kept secure from theft or vandalism in accordance with WOM policy 3.1.020. The Department prefers Contractors not reimage a computer; however, if the Contractor does reimage a Department provided computer, the Contractor shall notify the Department immediately.

21.2.1 If the Contractor's staff experience issues while using a modified or reimaged computer, the state ITSD will provide limited remote support within business hours. All reported issues will be prioritized based on urgency of support. If the matter cannot be resolved remotely by state ITSD staff, the resolution shall be to revert to a Department imaged computer or the Contractor to resolve the issue independently at their own expense.

21.2.2 The Contractor's information technology (IT) department shall be available to the Department via telephone, email, or other contact to provide technical support with computer issues and continue to monitor the issue until it is resolved. Support may include, but is not limited to, software, hardware, peripherals and connectivity.

21.2.3 Requests for the Contractor's IT support shall be fulfilled based on priorities, which are solely determined by the Department by urgency and level of impact. Status Definitions with Initial Response Times. Incidents reported to ITSD will be attempted to be handled, when possible, within the respective time frames listed below.

a. Critical-within 30 minutes: Catastrophic inability to complete job duties. Example: issuance of or changes to benefits, computer does not turn on or boot up properly.

b. High-within two (2) business hours: Loss of a major job duty. Example: email is not working, not connected to internet, inability to print.

c. Medium-within four (4) business hours: There is a problem to be solved, but the Contractor is still functional and has other options available. Example: desktop printer is not working, but the Contractor has access to other printers.

d. Normal-within eight (8) business hours: General requests that are not time sensitive. Example: user needs help but will not be available until a few days later.

21.3 The Contractor shall contact the Department for instructions prior to disposing of equipment that has a WIC inventory tag and was placed for use in the Contractor's facility or purchased with WIC funds in accordance with WOM policy 3.1.010.

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21.3.1 The Contractor shall maintain and make available all Department Non-Expendable Property Transfer/Reassignment forms (DH-60) in order to ensure accountability of equipment disposal in accordance with WOM policy 3.1.010.

21.3.2 The Contractor shall notify the state ITSD if the Contractor has any faulty or damaged equipment in accordance with WOM policy 3.1.010.

21.4 The Contractor shall ensure extended administrative privileges to Department staff to access all computers and devices purchased with WIC funds or purchased by the Department and on loan to the Contractor to be able to install software necessary to conduct WIC business. The administrative privileges shall include a designated local profile with administrative rights for state ITSD staff on all WIC computers. This will enable Department and state ITSD staff to repair and maintain WIC computers without delay.

21.4.1 Computers and devices purchased through other funding sources for WIC operations shall be maintained by the Contractor. The Department will not pay for any maintenance cost associated with these computers and devices.

a. The Contractor can install the MIS on their non-state WIC computers and devices as long as the Contractor understands the state ITSD cannot support the computers and devices. State ITSD can provide instructions on how to install the MIS client and can provide limited remote support for an application issue. Those issues will need to be discussed with the state ITSD help desk.

b. If the Contractor no longer requires the MIS on their non-state WIC computers and devices, the Contractor shall contact the state ITSD in order to properly archive or dispose of any official electronic stored records.

21.4.2 The Contractor shall have current anti-virus and anti-spyware software installed and operating on every computer connected to the state network or used for WIC business. Contractors with Department-issued computers shall follow update guidance as directed by the Department. Contractors with non-Department issued computers shall update the anti-virus and anti-spyware software immediately as updates become available for the software used for network security.

21.5 The Contractor shall respond to Department requests for inventory verification of equipment and software within five (5) business days of the date of the request. Failure to comply will result in the Department withholding the Contractor's monthly reimbursements until compliance is complete.

21.6 The Contractor shall use information technology only for authorized WIC services.

21.7 The Contractor may install the MIS on tablets purchased with WIC funds; however, state ITSD cannot support the tablets.

a. The purchase and benefit of tablets cannot be solely for MIS usage.

22. COMMUNICATIONS AND RECORD-KEEPING

22.1 The Department will notify the Contractor when the WOM is updated. The updates shall be shared as soon as possible, but no later than two business days, by the Contractor with all WIC staff. The Contractor is responsible for ensuring all WIC staff use current policies and guidance.

22.2 The Contractor shall be responsible for ensuring that its entire WIC staff receives information sent from the Department regarding WIC. The Contractor may obtain such information electronically via email or online, available on the Department website at https://health.mo.gov/living/families/wic-portal/updates/ or via hard copy by mail. The Department may require the Contractor to provide written acknowledgement for receipt of policy changes and commodity deliveries. The Department will notify the Contractor when written acknowledgement of receipt is required.

22.3 The Contractor shall ensure that its WIC Coordinator, Nutrition Coordinator and Nutritionists have unique Department-provided or Contractor-provided email addresses if those roles are filled by separate persons. The Contractor is not allowed to use unsecure email addresses to transmit confidential information.

22.4 The Contractor shall collect and report racial and ethnic data with regard to applicants, participants and potentially eligible populations through the electronic data system provided by the Department per WOM policy 11.1.020.

23. AUTHORIZED PERSONNEL

23.1 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.

23.2 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.

23.3 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.

23.4 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:

23.4.1 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

23.4.2 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

23.4.3 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.

23.5 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.

24. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

24.1 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.

24.2 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.

24.3 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.

24.4 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.

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25. TERMINATION

25.1 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:

25.1.1 The Department determines it is not in compliance with program regulations as defined in the WOM, 2 CFR 200, 7 CFR 246 or this contract; or

25.1.2 The Department determines, following a review of Contractor credentials, that another Contractor can operate the program more effectively and efficiently; or

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

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

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

25.1.6 By request of the Contractor.

25.2 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.

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

25.2.2 The Department's written notice will include an explanation of the reasons for termination, date of termination and, except in cases of the expiration of the contract, the Contractor's right for appeal as set forth in 7 CFR 246.18.

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

25.3 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.

26. SUBCONTRACTING

26.1 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.

26.2 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:

26.2.1 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.

26.2.2 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.

26.3 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.

26.4 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 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 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 promptly notify the Department in writing when there is credible evidence of a violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure to make required disclosures 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 Unique Entity Identifier (UEI) 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 UEI number. The Department shall withhold the award of this contract until the Contractor submits the UEI number to the Department and the Department has verified the UEI number.

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 $5,000. 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 $10,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $10,000, 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.

Department of Health and Senior Services
Local Agency Nutrition Services

BUDGET PAGE

Joplin City Health Department

The Contractor shall be reimbursed for actual expenses incurred up to the amount displayed in the Local Agency Plan.

Contract Dollars

1. WIC Breastfeeding (Special Breastfeeding Funding 1, Attachment E)*	$ 8,500.00
2. WIC Breastfeeding Peer Counseling (Special BFPC Funding 2, Attachment E)*	$40,599.00
3. Breastfeeding Friendly Incentive (Special Breastfeeding Funding 3)*	$29,000.00
4. WIC Modernization (Special Funding 4)*	$ .00
5. WIC Conference (Special Funding 5)*	$ 3,958.00
6. Program Enhancement (Special Funding 7)*	$ .00

*only for approved LAs

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:	
	10/01/2021	9/30/2022	
5. UEI 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 (3-2022)

WIC: Local Agency Breastfeeding Peer Counseling Program

1. Breastfeeding Peer Counseling (BFPC) Program Deliverables:

1.1 The Contractor shall have a BFPC Program Coordinator who: is responsible for the oversight of the program; plans and monitors the program activities; conducts in-service sessions and regular meetings; and recruits, hires, orients, supervises peer counselor(s) and submits required reports per WIC Operations Manual (WOM) policy 2.2.020.

1.2 The Contractor shall have at least one peer counselor who: is able to discuss benefits of breastfeeding; encourages breastfeeding; provides culturally appropriate support; provides encouragement to prenatal and breastfeeding women; and serves as role model during the contract period.

1.3 The Contractor shall schedule the peer counselor(s) so that a recommended fifty percent or more of their total contacts are face-to-face interactions with participants, such as a clinic visit, home visit or hospital visit.

1.4 The Contractor shall send the BFPC Program Coordinator or designated staff to the BFPC training sessions and meetings provided by the Department.

1.5 The Contractor shall conduct BFPC training sessions for its WIC staff and peer counselors as instructed by the Department.

1.6 The Contractor shall comply with WOM policies 2.2.010 through 2.2.080.

1.7 The Contractor shall manage an electric breast pump loan program per WOM policy 2.1.030.

2. Budget/Allowable Costs:

2.1 The Contractor shall use the allocated funds only for the BFPC program as set forth in the Department's Guidelines for Allowable Items for Reimbursement (Attachment F), which is attached hereto and incorporated by reference as if fully set forth herein.

2.2 The Department reserves the right to reallocate BFPC funds at the end of the second quarter if the Contractor has spent less than forty-eight percent of the allocated funds or at the end of the third quarter if less than seventy-three percent has been spent. The Contractor will be given 30 days prior written notification of any reallocation.

3. Documentation:

3.1 The Contractor shall require all peer counselors to document BFPC contacts in MOWINS or SPIRIT Web and on the Department approved contact logs when working outside the clinic per WOM policy 2.2.050.

4. Reports/Invoicing:

4.1. The Contractor shall enter expenditures on the specified area of the online WIC invoice according to funding allocated in the contract and submit monthly.

4.1.1 The Contractor shall enter expenditures for allowable items on the online WIC invoice form under Special Funds. Invoice Special Funding 1 Breastfeeding.

4.1.2 The Contractor shall enter expenditures for allowable items on the online WIC invoice form under Special Funds. Invoice Special Funding 2 Breastfeeding Peer Counseling.

4.1.3 The Contractor shall request approval from the State BFPC Program Coordinator for expenditures that were not approved on the Local Agency Plan (LAP) budget for either Special Funding 1 or Special Funding 2 Breastfeeding Peer Counseling prior to purchase.

4.2 The Contractor shall submit to the Department, by the 11th of the month following the previous quarter, the Missouri WIC Breastfeeding Peer Counselor Activity Report per WOM policy 2.2.050, and verify that it accurately reports the number of contacts made by the peer counselor(s). Failure to submit reports each month may result in the Department withholding funds until the report is submitted or disqualification from the program.

5. Special Provisions:

5.1 All material developed with BFPC funds shall be the property of the Department.

Guidelines for Allowable Items for Reimbursement
Missouri Breastfeeding Peer Counseling Program (BFPC)

Categories	Special BFPC Funding 1
Wages, Salary and Benefits	▪ A rate at or above minimum wage. ▪ Hours for providing peer counseling services, attending meetings and trainings. ▪ Hours for managing the program, including supervision. ▪ The majority of the total of Special BFPC Funding 1&2 should be used for peer counselor salary.
Other Program Expenses	▪ All expenses listed below for Special BFPC Funding 2 and any additional expenses necessary to manage an effective BFPC Program. ▪ Includes items that can be given to participants, such as breastfeeding supplies and literature.

Categories	Special BFPC Funding 2
Wages, Salary and Benefits	▪ A rate at or above minimum wage. ▪ Hours for providing peer counseling services, attending meetings and BFPC program trainings provided by the state agency. ▪ Hours for managing the program, including supervision. ▪ Hours for the designated breastfeeding expert to follow-up with referrals made from the peer counselor for breastfeeding problems outside of the peer counselor's scope of practice. ▪ The majority of the total of Special BFPC Funding 1&2 should be used for peer counselor salary.
Office Costs and Supplies	▪ Nametags for peer counselors. ▪ Breastfeeding resources, such as breast models, breastfeeding books and dolls. ▪ Outreach materials to promote services through BFPC and recruit peer counselors.
Training and Retention	▪ Cost for conducting training sessions or in-services to peer counselors, including cost of training materials. ▪ Cost of attending the BFPC training sessions in Jefferson City for program coordinators. ▪ Cost of attending regional peer counseling trainings, quarterly meetings, BFPC conferences and other approved training, including meals, lodging, mileage and other approved expenses. ▪ Recognition items for peer counselors, such as t-shirts.
Travel	▪ Costs incurred for traveling to and from hospital and home visits, or satellite clinics. ▪ Costs incurred for travel for outreach activities.
Telephone and Mail	▪ Cost of a cell phone or cost of making phone contacts while providing peer counseling services. ▪ Cost for mailing and postage.
Other Program Expenses	▪ Expenses must be used to support the work of the peer counselor. ▪ Items that are distributed to participants are not allowed under Special BFPC Funding 2.

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 WIC Local Agency Nutrition 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.

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.

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 #	56766	**State:** 0%	$0.00	**Federal:** 100%	$740,257.00
Contract Title:	WIC LOCAL AGENCY NUTRITION SERVICES				
Contract Start:	10/1/124	**Contract End:**	9/30/2025	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA:	10.557	**Research and Development:**	N		
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN				
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE				
Federal Award:	3MO700804-2023				
Federal Award Name:	WOMEN INFANTS & CHILDREN; WIC BREASTFDNG PEER CO				
Federal Award Year:	2023	**DHSS #:**	24BRSTFEDWIC	**Federal Obligation:**	$40,599.00

CFDA:	10.557	**Research and Development:**	N		
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN				
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE				
Federal Award:	*				
Federal Award Name:	*				
Federal Award Year:	2025	**DHSS #:**	25WIC-FOA	**Federal Obligation:**	$699,658.00

*** The Department will provide this information when it becomes available.**

Project Description:

2025 contracts with Women Infant and Children (WIC) local agencies in Missouri to provide WIC and Nutrition Services to participants. Amounts below are estimates only at this time.

COUNCIL BILL NO. 2024-622 ORDINANCE NO.

AN ORDINANCE approving the applications of 4 State Trucks for the Guilty by Association truck show and concert, Ozark Christian College, for marketing the 2025 conference series, MO-KAN Dragway, for the marketing campaign for the 2025 racing season, Silver Sage Renaissance for the inaugural Silver Sage Renaissance Festival, Branco Enterprises & Neosho Schools, for the Neosho Holiday Basketball Classic, JOMO Pride, Inc., for the 2025 JOMO PrideFest, Mother Road Mayhem, for the 2025 Mother Road Mayhem truck show events, Joplin Trails Coalition for the Maple Leaf Bike Tour, and Newton County Tourism Council for the 2025 marketing campaign 2025 for utilization of FY2025 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000, and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for festivals or celebrations intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Bureau Advisory Board established an application procedure and reviewed the applications of numerous organizations, and have recommended to the Council those certain festivals, celebrations, events, and attractions be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax in accordance with the recommendations of the Convention & Visitors Bureau Advisory Board.

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

Section 1. That the applications of 4 State Trucks for Guilty by Association, in the amount of, Twenty-five Thousand dollars ($25,000); Ozark Christian College for marketing the 2025 conference series, in the amount of, Twenty Thousand dollars ($20,000); MO-KAN Dragway for marketing the 2025 racing season, in the amount of, Eight Thousand Seventy dollars ($8,070); Silver Sage Renaissance for the inaugural Silver Sage Renaissance Festival, in the amount of, Fifteen Thousand dollars ($15,000); Branco Enterprises & Neosho Schools for the Neosho Holiday Classic basketball tournament, in the amount of, Twelve Thousand Five Hundred dollars ($12,500); JOMO Pride, Inc., for the 2025 JOMO PrideFest, in the amount of, Eight Thousand Five Hundred dollars ($8,500); Mother Road Mayhem for the 2025 Mother Road Mayhem truck show events, in the amount of, Five Thousand dollars ($5,000); Joplin Trails Coalition for the Maple Leaf Bike Tour, in the amount of One Thousand dollars ($1,000), and Newton County Tourism Council for the 2025 marketing campaign, in the amount of One Thousand Eight

Hundred and Twenty dollars ($1,820) for utilization of FY2025 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds in accordance with the recommendation of the Joplin Convention & Visitors Bureau Advisory Board and, in accordance with Ordinance No. 2000-148.

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

of _____, 2024, by a _____vote.

_____

Keenan T. Cortez, Sr., Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that sufficient funding is available in the CVB Fund, Accounts No. 105-4080-560-7505, to pay the grant amounts awarded.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN

COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2024-622 - Approves the Convention & Visitor Bureau's grant funding distribution for FY2025 related to special events, festivals, and celebrations.

MEETING DATE:

September 3, 2024

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau

REVIEWED BY:

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

SUMMARY REQUEST:

This Council Bill approves the Convention & Visitor Bureau's (CVB) grant distribution for FY2025 special events, festivals, and celebrations. Funding comes from a portion of the Occupational License Tax (Hotel/Motel tax) monies collected resulting from Ordinance No. 2000-048 as authorized by the City of Joplin voters on November 7, 2000.

BACKGROUND:

This CVB grant program aims to assist qualified organizations with promoting tourism activities that strive to directly increase hotel/motel occupancy and create a positive image for Joplin. Qualifying applicants must meet the following criteria:

- Not-for-profit and For-profit organizations may apply
- Events must be held between November 1, 2024 & October 31, 2025
- Events must be held within 20 miles of Joplin city limits
- Events must be open to the general public

At the June and July meetings of the Joplin Convention & Visitors Bureau Advisory Board, they reviewed the FY2025 CVB Grant applications and heard from the requesting organizations. At the conclusion of the July meeting, the board determined funding allocations: where appropriate and how much.

Eighteen applications from eighteen organizations were reviewed, totaling $253,011 in funding requests. Funding for the grant program is capped at $140,000. Traditionally, up to $130,000 can be awarded through the initial grant process, with the balance kept in reserve and awarded throughout the fiscal year, in lesser amounts, by the CVB director.

In their review, the board considered many factors, including an event's tourism draw, potential room nights, growth potential, previous funding and reporting standards, overall appeal, and community development.

Applications are worth 100 points, with a 60-point benchmark being the strongest funding measurement. Each board member scored the applications individually, and the high/low scores were removed. All were ranked by the average score received.

Scoring criteria included the ability to increase event attendance, to attract new visitors to Joplin (from 70 miles+ one-way) outside the market, to retain a visitor in the area (for at least 3 hours), to generate overnight stays, marketing efforts shown to be 40% or more on a digital platform, event scheduled during low-occupancy time of year, show projected growth based on previous year's post-event summary, plus the overall composition and impression of grant application. Following the scoring and ranking of all applications, the advisory board members discussed each application and made final funding decisions.

FUNDING SOURCE:

The CVB Grant funding comes from a dedicated portion of the CVB annual budget. It is 100% funded from the Lodging Tax. No portion of the General Fund or any other revenue stream is used.

RECOMMENDATIONS:

The Convention & Visitors Bureau Advisory Board respectfully submits the following grant funding recommendations from the FY2025 CVB Budget:

1. 4 State Trucks for Guilty by Association, in the amount of Twenty-five Thousand dollars ($25,000)
2. Ozark Christian College for marketing the 2025 conference series, in the amount of Twenty Thousand dollars ($20,000)
3. MO-KAN Dragway for marketing the 2025 racing season, in the amount of Eight Thousand Seventy dollars ($8,070)
4. Silver Sage Renaissance for the inaugural Silver Sage Renaissance Festival, in the amount of Fifteen Thousand dollars ($15,000)
5. Branco Enterprises & Neosho Schools for the Neosho Holiday Classic basketball tournament, in the amount of Twelve Thousand Five Hundred dollars ($12,500)
6. JOMO Pride, Inc., for the 2025 JOMO PrideFest, in the amount of Eight Thousand Five Hundred dollars ($8,500)
7. Mother Road Mayhem for the 2025 Mother Road Mayhem truck show events, in the amount of Five Thousand dollars ($5,000)
8. Joplin Trails Coalition for the Maple Leaf Bike Tour, in the amount of One Thousand dollars ($1,000)
9. Newton County Tourism Council for the 2025 marketing campaign, in the amount of One Thousand Eight Hundred and Twenty dollars ($1,820).

An application from YOFJ, LLC, for the Monster Games was awarded funding in the amount of Twenty Thousand dollars ($20,000). Since the application review, the organization has decided to move its 2025 event to Kansas City, citing limited event space for growth, broader lodging options, and more available airlift as factors in its decision.

Eight (8) of the eighteen (18) applications scored below the required 60 points and received no funding. The advisory board directed the CVB director to work with these organizations to see where specific financial support can be given.

1. ProMusica, Get Your Kicks on Route 66
2. Neosho Arts Council, ArtCon
3. Emancipation Celebration Committee, Emancipation Celebration
4. Joplin Disc Golf Club, 20th Annual Four States Open
5. North Heights Neighborhood, North Heights Porchfest
6. Freedom of Flight Museum, Freedom of Flight Museum Marketing
7. Great Wonders Production, Uplift Film Festival
8. Heartland Concert Band, Community Band Outdoor Picnic

These recommendations and adjustments represent $96,890 of the $140,000 budgeted for the FY2025 grant program. The balance of $43,110 will be allocated throughout the fiscal year following the same grant usage guidelines.

The CVB Advisory Board and staff recommend passing this bill on the first reading.

ATTACHMENTS:

Council Bill No. 2024-622

Old Police Truck	2004 Chevrolet Truck	1	Airport
Mower	2006 John Deere Zero Turn Mower	1	Airport
White Board	47" by 72" white board	1	Airport
White Board	48" by 36" White Board	1	Airport
Floor Sweeper	IPC Eagle 24 in. Battery powered vacuum/Floor sweeper	1	Airport
Floor Buffer/Polisher	Clarke model C-16 floor buffer	1	Airport
AED		2	Airport
Fuel Tanks	Appx. 100 gallon fuel tanks	2	Airport
Handheld radio	Icom handheld 2 way radio and charging docs	4	Airport
Lights	Indoor lights	8	Airport
Lights	4 ft ceiling grid lights	2	Airport
Lights	2 ft ceiling grid lights	1	Airport
Lights	Can Lights	18	Airport
Light Hangs	Bar light hangers	36	Airport
Can light covers	Steel can light covers	10	Airport
Mower	Toro Reelmaster 2000-D	1	Athletic Complex
Truck	Ford F-150 2wd	1	Athletic Complex
Mower	Grasshopper 400-D Z-turn 61"	1	Cemetery
Tamper	Mikasa MTX-70	1	Cemetery
Water Machine	250 Gallon Water Sprayer	1	Cemetery
Weed-Eater	Echo SRM-225	1	Cemetery
Weed-Eater	Echo SRM-225	1	Cemetery
Weed-Eater	Echo SRM-225	1	Cemetery
Weed-Eater	Echo SRM-2620	1	Cemetery
Tire Mounting Machine	Coats 70X-Ef-3	1	Central Garage
Wheel Balancer	Coats 1100	1	Central Garage
Brake Lathe	Ammco 6950	1	Central Garage
Heater (Oil Burner)	Lanair Oil Heater	1	Central Garage
[redacted]	[redacted]	[redacted]	[redacted]
Oak TV Stand		1	Commuincations
Easel (Collapsable)		1	Commuincations
Office Chair	High Back, Black Office Chair	1	CVB
metal framed tin door panels	108” x 81.5”	2	Fire
Stove	Vulcan commercial stove	1	Fire
Nozzles	Box of old nozzles	1	Fire
Bumper	Front bumper ford truck	1	Fire
Pallet of misc	Tablet mounts/keyboards	1	Fire
Stove	Residential gas	1	Fire
Small 3 drawer filing cabinet		1	Finance
Chevy pick-up	4x4 1/2 ton silverado	1	Golf Course
Trash can	stainless steel	1	Health
Wire pamphlet rack	Wall mounted rack	1	Health
File cabinet	2 drawer file cabinet	1	Health
Office chairs	Low back gray chairs	7	Health
Computer stand	Computer stand	1	Health
Office chairs	Black high back	4	Health
Stackable chair	Maroon chair	1	Health
Bio Guard Pool Tester	Pool Tester	1	Health
FoldFlat Cart	Foldable moving cart	1	Health
Computer bags	Various sizes	2	Health
Tablet case	Neoprene zipping case	1	Health
PalinTest PoolTest 6	Pool Tester	2	Health
Aquacheck Pool Tester	Pool Tester	1	Health
Safety Beacon	Yellow vehicle beacon	3	Health
Echo Granule Dispenser	2 Stroke Granule Dispenser	1	Health
Rolling Whiteboard	Dry erase whiteboard on wheels	1	Health
Wooden Desk Organizer	Wooden organizer	1	Health
Trimble Geo XT & Accessories	Geo data logger	1	Health
Paper shredder	Does not work	1	Health
Numatic 1840	Floor cleaner	1	Health
2002 Ford F-150	2wd, long bed, single cab pickup	1	Health

Office Chair	Red	1	HR
Stapler		4	HR
Calculator		3	HR
File cabinet	2 drawer steel	1	HR
2 binders	Blue- 3 ring	2	HR
2 binders	White - 3 ring	2	HR
Laptop	Panasonic CF-31		IT Dept
Laptop	Panasonic CF-31		IT Dept
Key System	Norstar ICS		IT Dept
Voicemail	Norstar Flash		IT Dept
Phone	Norstar 7310		IT Dept
Phone	Norstar 7310		IT Dept
Phone	Norstar 7310		IT Dept
Phone	Norstar 7310		IT Dept
Phone	Norstar 7324		IT Dept
Desktop	Dell Optiplex 3050		IT Dept
Desktop	Dell Optiplex 5040		IT Dept
Desktop	Dell Optiplex 5040		IT Dept
Desktop	Dell Optiplex 5040		IT Dept
Desktop	Dell Optiplex 7050		IT Dept
Desktop	Dell Optiplex 5040		IT Dept
Desktop	Dell Optiplex 5040		IT Dept
Desktop	Dell Optiplex 5040		IT Dept
Desktop	Dell Optiplex 5040		IT Dept
Desktop	Dell Optiplex 5040		IT Dept
Desktop	Dell Optiplex 5040		IT Dept
Desktop	Dell Optiplex 5040		IT Dept
Tablet	Dell Latitude 7212		IT Dept
Laptop	Dell Latitude 5580		IT Dept
Laptop	Dell Inspiron 15		IT Dept
Laptop	Dell Latitude 5580		IT Dept
Laptop	Dell Latitude 3520		IT Dept
Laptop	Dell Inspiron 15		IT Dept
Laptop	Dell Inspiron 13		IT Dept
Laptop	Dell Inspiron 13		IT Dept
Desktop	Dell Optiplex 5040		IT Dept
Desktop	Dell Optiplex 5040		IT Dept
Card Printer	Enduro Magicard		IT Dept
Laptop	Dell Latitude 5580		IT Dept
Desktop	Dell Optiplex 5040		IT Dept
Desktop	Dell Optiplex 5040		IT Dept
Desktop	Dell Optiplex 5040		IT Dept
Monitor	Dell E1914H		IT Dept
Monitor	Dell E2417H		IT Dept
Desktop	Dell Optiplex 5040		IT Dept
Desktop	Dell Optiplex 5040		IT Dept
Desktop	Dell Optiplex 5040		IT Dept
Laptop	Dell Latitude 5580		IT Dept
Laptop	Asus T101H		IT Dept
Desktop	Dell Optiplex 3050		IT Dept
Desktop	Dell Optiplex 3020		IT Dept
Desktop	Dell Optiplex 3020		IT Dept
Laptop	Dell Inspiron 15		IT Dept
Desktop	Dell Optiplex 330		IT Dept
Laptop	Microsoft Surface Pro		IT Dept
Laptop	Microsoft Surface Pro		IT Dept
Desktop	Dell Optiplex 3020		IT Dept
Desktop	Dell Optiplex 3020		IT Dept
Laptop	Dell Latitude 5580		IT Dept
Desktop	Dell Optiplex 380		IT Dept
Desktop	Dell Optiplex 380		IT Dept
Desktop	Dell Optiplex 380		IT Dept
Desktop	Dell Optiplex 380		IT Dept

Desktop	Dell Optiplex 5040	IT Dept
Desktop	Dell Optiplex 3010	IT Dept
Desktop	Dell Optiplex 5040	IT Dept
Desktop	Dell Optiplex 3070	IT Dept
Desktop	Dell Optiplex 3050	IT Dept
Desktop	Dell Optiplex 5040	IT Dept
Desktop	Dell Optiplex 5040	IT Dept
Laptop	Dell Inspiron 15	IT Dept
Laptop	Dell Inspiron 15	IT Dept
DVR	Everfocus Paragon	IT Dept
Laptop	Panasonic CF31	IT Dept
Laptop	Panasonic CF31	IT Dept
Laptop	Dell Inspiron	IT Dept
Laptop	Dell Inspiron	IT Dept
Laptop	Dell Inspiron	IT Dept
Laptop	Dell Inspiron	IT Dept
Laptop	Dell Inspiron	IT Dept
Laptop	Dell Inspiron	IT Dept
Laptop	Dell Inspiron 13	IT Dept
Laptop	Dell Inspiron 5567	IT Dept
Desktop	Dell Optiplex 5040	IT Dept
Switch	HP Procurve 2524	IT Dept
Printer	Zebra RW 420	IT Dept
Printer	Zebra RW 420	IT Dept
Scanner	E-Seek 250	IT Dept
Scanner	E-Seek 250	IT Dept
Desktop	Dell Optiplex 5040	IT Dept
Desktop	Dell Optiplex 5040	IT Dept
Desktop	Dell Optiplex 5040	IT Dept
Desktop	Dell Optiplex 5040	IT Dept
Desktop	Dell Optiplex 3070	IT Dept
Desktop	Dell Optiplex 3070	IT Dept
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Desktop	Dell Optiplex 3050	IT Dept
Desktop	Dell Optiplex 5050	IT Dept
Desktop	Dell Optiplex 3070	IT Dept
Desktop	Dell Optiplex 3070	IT Dept
Desktop	Dell Optiplex 5040	IT Dept
Laptop	Panasonic CF-C2	IT Dept
HDDs	Assorted n/a	IT Dept
Laptop	Toshiba Satellite	IT Dept
Laptop	Toshiba Satellite	IT Dept
Desktop	Dell Optiplex 3070	IT Dept
Desktop	Dell Optiplex 3070	IT Dept
Desktop	Dell Optiplex 3070	IT Dept
Desktop	Dell OPtiplex 3070	IT Dept
Desktop	Dell Optiplex 3020	IT Dept
Desktop	Dell Optiplex 3020	IT Dept
Desktop	Dell Optiplex 7050	IT Dept
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Desktop	Dell Optiplex 7050	IT Dept
Desktop	Dell Optiplex 3070	IT Dept
Desktop	Dell Optiplex 3070	IT Dept
Desktop	Dell Optiplex 3070	IT Dept
Desktop	Dell Optiplex 3070	IT Dept

Desktop	Dell Optiplex 3050		IT Dept
PA System	Amplivox SW800		IT Dept
Laptop	Dell Latitude 3500		IT Dept
Tablet	Microsoft Surface Pro		IT Dept
Tablet	Microsoft Surface Pro		IT Dept
Laptop	Dell Latitude 3510		IT Dept
Server	IBM xSeries 345		IT Dept
Server	IBM System X3650 M4		IT Dept
Chair	Brown		IT Dept
Chair	Black		IT Dept
Chair	Yellow		IT Dept
Chair	Maroon		IT Dept
3 boxes of misc phone handsets			IT Dept
Projector	Proxima		IT Dept
Projector Cart			IT Dept
Small Table			IT Dept
Box misc HDD's		1	IT Dept
Dewalt/Bostitch power tools	Power Tools		JPD
LG TV	TV	1	JPD
Bicycles	Bicycles	multiple	JPD
Msc. Custome Jewelry	Jewelry	1 box	JPD
Dewalt Grinder	Power Tools	2	JPD
Snap on Refrigerant Machine	Appliance	1	JPD
Skilsaw	Power Tools		JPD
AC unit (outside)	Appliance	1	JPD
Weedeater	Yard Equipment	1	JPD
Leaf Blower (Stihl)	Yard Equipment	1	JPD
Air Compressor	Power Tools	1	JPD
Buddy Heaters	Power Tools	2	JPD
Bolin Weedeater	Yard Equipment	1	JPD
tote of misc tools	Power Tools	1	JPD
Air Compressor	Power Tools	1	JPD
Handtools	Power Tools	multiple	JPD
Dewalt Impact Driver	Power Tools	1	JPD
Sawzal	Power Tools	1	JPD
Sawzal	Power Tools	1	JPD
Tornado Siren	Emergency Management	1	JPD
MISC Bikes	Various makes and sizes		JPD
2002 Yamaha YFM660FWA Grizzly	4x4	2	JPD
Handtools	Tools	multiple	JPD
2017 Ford E -450 Lift Van		1	MAPS
2016 Ford F 450- Lift Van		1	MAPS
2012 Ford E 350 Lift Van		1	MAPS
2017 Ford E -350 Lift Van		1	MAPS
Video Surveillance System Mobile	Apollo Video Technology	1	MAPS
Video Surveillance System Mobile	Apollo Video Technology	1	MAPS
Video Surveillance System Mobile	Apollo Video Technology	1	MAPS
Video Surveillance System Mobile	Apollo Video Technology	1	MAPS
Misc Box of Technology/cords		1	MAPS
Pressed Board TV Stand		1	MAPS
Shredder Fellowes		1	MAPS
Coffee Station Organizer		1	MAPS
Mobile Harddrives		18	MAPS
Samsung Notepads		16	MAPS
USCAR Grade 2 Cylindrical Lever Set		2	MAPS

Desk Phones Panosonic Sprint Att		7	MAPS
Radio Shack Answering Machine			MAPS
MAIN Fare Vault Box		2	MAPS
Mentor Ranger Mounted Screens		2	MAPS
Adding Machine			MAPS
Mobile Digital Video Recorder			MAPS
Office Chair Mesh			MAPS
Mentor Ranger Tablet and Camera Components			MAPS
Apollo Roadrunner Video Recorder		19	MAPS
16 inch Tires and Rims		4	MAPS
16 Rims		4	MAPS
Bicycle Storage Lockers	39”w x 48”h x 75”d	3	MAPS
Hanna Black Metal Bike Storage Vaults	Double sided for 6 bikes	3	MAPS
Bush Hog mower	11ft. Finnish mower	1	Parks
Hi-Way salt box	truck mount salt spreader	1	Parks
Ebac CD100	Dehumidifier	1	Parks
2008 SullAir Air Compressor	Model #185	1	PW Streets
2014 Ferris Zero Turn Mower		1	PW Streets
2006 Bush Hog Mower ft	Model # 296 6ft brushwacker rotary cutter	1	PW Streets
2006 Ford F-250 Super Duty	4X$, crew cab 3 1/4 tonnage	1	PW Streets
Orange Traffic Barrells		17	PW Streets
2002 ODB Leaf Machine	Model II LCT 600	1	PW Streets
Batting Cage Frame		1	PW Streets
10,000 Gal Heated / Insulated Oil Tank	not on wheels	1	PW Streets
5,000 Gal Heated / Insulated Oil Tank	not on wheels	1	PW Streets
MISC Weedeaters / Parts			PW Streets
Power Washer	Hy-Flo Bear II	1	Sewer Maint
2007l Rodder Truck	International	1	Sewer Maint
36”x50yd roll of sheeting			Sign Shop
DeWalt chop saw			Sign Shop
Decorative street marker signs		9	Sign Shop
12x54 aluminum signs		7	Sign Shop
Glass Crusher W/Conveyor	Prodeva Model 620	1	Solid Waste/Recycle
Rtu Units(Computer Screen)	Used Rtu Scada Screens	15	Wastewater
Dell Computer Monitor 15Inc	Used Monitor	1	Wastewater
Emerson Vcr	Black Vcr	1	Wastewater
3 battery backup units		3	Wastewater
RTU units from an old SCADA system.		7	Wastewater
Radio/Phone	Motorola Radio Phone	3	Wastewater
Freightliner Vac Truck	2001 Freightliner (Yellow)	1	Wastewater Fleet
2013 Ford Xl 1/2 Ton P/U	Blue Ford F150 Xl P/U	1	Wastewater Fleet
Dishwasher Top Rack	Metal	2	Wastewater Lab
Benchtop Ph Meter	Orion Star Model	2	Wastewater Lab
Portable Samplers	Compact 3700 Sequential	2	Wastewater Lab
Portable Ammonia Test Kit	Hach Brand (Outdated)	1	Wastewater Lab
Oxygen Meter	Outdated/Old	1	Wastewater Lab
Gas Monitor	Outdated/Old	1	Wastewater Lab
Drying Oven	Small, Mechanical Convection	1	Wastewater Lab
Stirring Hot Plate	Fisher Brand, Blue/White	1	Wastewater Lab
Desiccator	Small, Black Epoxy Material	1	Wastewater Lab
Analytical Balance	Ohaus Brand	1	Wastewater Lab
Burette Stand With 2 Burettes	Burette Sizes: 25 And 50 Mls	1	Wastewater Lab
Plastic Collection Containers	Large Bag Full Various Sizes	1	Wastewater Lab
Isco Sampler Head	3700 Model Plus Asst. Parts	1	Wastewater Lab
Sampler Tray/Bottles Set	For Compact 3700 Seq. Sampler	3	Wastewater Lab
Plastic Cubitainers	Full Box Of 1-Liter Size Cubies	1	Wastewater Lab
Assorted Laboratory Glassware	Box Of Beakers, Flasks, Etc.	1	Wastewater Lab
Asst. Laboratory Plasticware	Box Of Beakers, Grad.Cylinders,Etc.	1	Wastewater Lab
Box Of Glass Bod Bottles	Plus Stoppers, 39 Count	2	Wastewater Lab
Box Of Glass Bod Bottles	Plus Stoppers, 52 Count	1	Wastewater Lab
Portable Sampler	Isco Gls	1	Wastewater Lab
Benchtop Spectrophotometer	Plus Light Cover Set	1	Wastewater Lab