COUNCIL AGENDA
Monday, November 19, 2018
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. A Proclamation To Proclaim Tuesday, November 27, 2018 As Giving Tuesday – Presented To Stephanie Brady, Executive Director Of The Community Clinic Of Southwest Missouri.

      Documents:

      GIVING TUESDAY 2018.PDF

   2. Janus Lazarus To Present A Trophy To The 2018 Table Tennis Championship City Challenge

   3. Doug Hunt To Make A Presentation Regarding The Spirit Tree.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Margey Upson Would Like To Address Old Business.

   2. Shelby Howard Would Like To Address The Council On Behalf Of The Joplin Police Officers Association, To Express Support For A Sales Tax To Be Placed On The April Ballot.

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The November 5, 2018 Council Meeting.

      Documents:

      NOV 5, 2018.PDF

   2. Notes From The November 12, 2018 City Council Work Session

      Documents:

      WK SES - NOV. 12, 2018 - REVENUE OPTS.PDF

   3. COUNCIL BILL NO. 2018-413
      AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2018 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

      Documents:

CB2018-413.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2018-151
   AN ORDINANCE approving the City of Joplin to enter into an agreement with Hartman & Company Inc., in the amount of Two Million Four Hundred Fifty-Eight Thousand and no/100 dollars ($2,458,000.00) for construction of the Schifferdecker Bridge Over Turkey Creek Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

   Documents:

   MAP.PDF
   CONSTRUCTION CONTRACT FORM.PDF
   COUNCIL BILL SCHIFF BRIDGE 2018-151.PDF
   BID TAB FORM.PDF
   SUMMARY SHEET-SCHIFF BRIDGE 2018-151.PDF

2. COUNCIL BILL NO. 2018-156

   AN ORDINANCE approving an agreement by and between the City of Joplin and Northpark Mall/Joplin, LLC, establishing certain obligations regarding the construction and maintenance of a pedestrian and bicycle path connecting Missouri Southern State University and the Northpark Mall; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

   Documents:

   CB 2018-156 SUMMARY SHEET.PDF
   MSSU TRAIL LOCATION MAP.PDF
   CB 2018-156 NPM.PDF
   PATH AGMT.PDF

3. COUNCIL BILL NO. 2018-157

   AN ORDINANCE approving an agreement by and between the City of Joplin and Missouri Southern State University, establishing the respective responsibilities of each party regarding the construction and maintenance of a pedestrian and bicycle path connecting Missouri Southern State University and the Northpark Mall; authorizing the City Manager or his designee to execute the same by and behalf of the City of Joplin; and containing an emergency clause.

   Documents:

   CB 2018-157 SUMMARY SHEET.PDF
   MSSU TRAIL LOCATION MAP.PDF
   CB 2018-157 MSSU.PDF
   COJ MSSU AGREEMENT RE TRAIL - REVISED 2.PDF

4. COUNCIL BILL NO. 2018-158
   AN ORDINANCE approving the contract between the City of Joplin, Missouri and Transystems Corporation in the not to exceed amount of One Hundred Forty-One Thousand Four Hundred One dollars and No/100 ($141,401.00) for engineering services associated with Transit System Service Evaluation and Short, Medium, and Long-Term Transit Planning Assistance for the Sunshine Lamp Trolley and MAPS Transit systems; and amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018; and, containing an emergency clause.

   Documents:

   2018-158 TRANSIT SUMMARY SHEET.PDF
   2018-11 TRANSIT SERVICE OPERATION REVIEW PLANNING.PDF
   CONSULTANT AGREEMENT.PDF
   CB2018-158 TRANSIT.PDF

5. COUNCIL BILL NO. 2018-415
   AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2018 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City; and containing an emergency clause.

   Documents:

   CB 2018-415 AGREEMENT.PDF
   CB 2018-415.PDF
   CB2018-415 SUMMARY.PDF

11. Ordinances - First Reading

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Margey Upson Requested To Speak On Anything On The Agenda.

2. News From The Public Information Officer, Lynn Onstot

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

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

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

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

PROCLAMATION

To proclaim Tuesday, November 27, 2018 as Giving Tuesday

Whereas, Giving Tuesday was established as a national day of giving on the Tuesday following Thanksgiving; and,

Whereas, the Community Clinic has joined Giving Tuesday in a celebration of philanthropy and volunteerism where people give whatever is meaningful to them; and,

Whereas, the Clinic's Giving Tuesday is a day where citizens work together to share commitments, rally for causes, build a stronger community, and think about other people, especially those uninsured people in need of medical and dental care; and

Whereas, it is fitting and proper on Giving Tuesday and on every day to recognize the tremendous impact of philanthropy, volunteerism, and community service in the City of Joplin; and

Whereas, Giving Tuesday is an opportunity to encourage citizens to serve other throughout this holiday season and during other times of the year.

Now, therefore, I, Gary Shaw, Mayor of the City of Joplin, do hereby proclaim November 27, 2018 as Giving Tuesday in the City of Joplin, and encourage all citizens to join together to give back to the community in any way that is personally meaningful.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Joplin to be affixed this 19th day of November 2018.

_____

Gary L. Shaw, Mayor

JOPLIN CITY COUNCIL
NOVEMBER 5, 2018 MEETING MINUTES

CALL TO ORDER
The regular meeting for the Joplin City Council was called to order at 6:00 p.m.by Mayor Gary Shaw.

INVOCATION read by City Clerk Barbara Gollhofer.

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

ROLL CALL – Answering Roll Call were Council Members: Taylor Brown, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley, Phil Stinnett and Jim West. Also, in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Absent: Council Member Melodee Colbert-Kean. Motion by Mr. West, second by Mrs. Reid Adams to excuse Mrs. Colbert-Kean. Voting in favor were Council Members: Taylor Brown, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley, Phil Stinnett and Jim West, 8. Nays: 0.

PRESENTATIONS
Sharon Beshore, Emily Frankoski, and Josie Mai provided an update on the Capital Campaign for the Harry M. Cornell Arts & Entertainment Complex. Ms. Beshore reported the campaign received over 80 actual commitments totaling $12,003,000.00 in private funding. Ms. Frankoski reported on growth of Connect2Culture since 2013, as a community arts agency and a performing arts presenter. Ms. Mai gave an overview of the growth of Spiva Center for the Arts. Ms. Beshore stated the campaign has a tagline "Make It Happen". She stated another update on the Cornell Complex will be given in December.

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

REPORTS AND COMMUNICATIONS
The Finance Oversight Committee co-chairmen Tom Franz and Russ Alcorn were in attendance to answer questions about the report from the committee that was included in the agenda packet for today's meeting. Mr. Franz stated the charge to the committee from the City Council was to research possible revenue sources to fund pay increases for all city employees. Mr. Franz thanked Council Member Brown for attending the committee meetings and giving guidance in determining what the Council was asking the committee to do. Mr. Franz stated the committee looked at the current revenue sources for the City then they came up with a grid that consisted of five proposed sources, estimated revenue, possible aspects and negative aspects. The report included a sales tax breakdown that was sorted by city tax rates; city real estate property tax rate; City of Joplin real property tax information and City of Joplin personal property tax information. Mr. Stanley thanked Mr. Franz and Mr. Alcorn and the committee for their work and the easy to understand report. City Manager Sam Anselm stated there will be a City Council work session next Monday, November 12, 2018, which will allow additional time for the council members to review the report and be prepared to discuss it at the work session.

CITIZEN REQUESTS AND PETITIONS
Margey Upson requested to speak on agenda items. She asked for an easier to understand version of the Finance Oversight Committee report.

Frank Huffman withdrew his request to speak on the speed limit on East 20th Street from Connecticut to Rangeline.

PUBLIC HEARINGS
Public Hearing procedures read by City Clerk Barbara Gollhofer.

Public Hearing for Resolution No. 2018-017

Mayor Shaw opened the Public Hearing

Brendan Cooney, 301 S. Sergeant Avenue, Joplin, appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. West introduced Resolution No. 2018-017– a resolution granting a Special Use Permit (1st Request) for the operation of an Bed and Breakfast located at 301 S. Sergeant Avenue, in the City of Joplin, Jasper County, Missouri. Motion by Mr. West, second by Mr. Stanley, to approve Resolution No. 2018-017. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Colbert-Kean, 1. **Resolution No. 2018-017**

CONSENT AGENDA.
Motion by Mr. Stanley, second by Mr. Stinnett to approve the Consent Agenda. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Colbert-Kean, 1.

Informal Notes from the October 15, 2018 Informal City Council Meeting

Minutes of the October 15, 2018 City Council Meeting

COUNCIL BILL NO. 2018-022 -AN ORDINANCE amending Chapter 90, Peddlers and Solicitors, by repealing Article IV, Aggressive Solicitation. **Ordinance No. 2018-147**

COUNCIL BILL NO. 2018-614 - AN ORDINANCE approving an agreement by and between the City of Joplin and SeeClickFix Inc. for the establishment of a Customer Request Management system. **Ordinance No. 2018-148**

RESOLUTIONS

ORDINANCES – EMERGENCY

Mr. Brown introduced Council Bill No. 2018-153 - an ordinance approving Amendment 2 to Work Authorization JET DR-2 PAP 7-1 with Joplin Joint Engineering Team (JET) in the not to exceed amount of Seventy-Three Thousand Six Hundred and No/100 dollars ($73,600.00) for engineering services associated with the 20th Street Improvements project and containing an emergency clause. Motion by Mr. Brown, second by Mr. Monteleone that Council Bill No. 2018-153 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-149**

Mr. Monteleone introduced Council Bill No. 2018-154 - an ordinance approving Amendment 4 to Work Authorization AND-DR2-20th Street 1 with Anderson Engineering, Inc. in the not to exceed amount of Forty-Nine Thousand Three Hundred Sixteen No/100 dollars ($49,316.00) for engineering services associated with the 20th Street Improvements project and containing an emergency clause. Motion by Mr. Monteleone, second by Mr. West that Council Bill No. 2018-154 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-150**

Mr. Stanley introduced Council Bill No. 2018-155 - an ordinance approving Amendment 2 to Work Authorization AND-DR2-PAP7-1 with Anderson Engineering, Inc. in the not to exceed amount of Twenty-Six Thousand Three Hundred Eighty-Two and No/100 dollars ($26,382.00) for continuing engineering services associated with the Street, Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Stinnett that Council Bill No. 2018-155 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-151**

Mr. West introduced Council Bill No. 2018 – 368 - an ordinance approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 807 W. 13TH St. in the City of Joplin, Missouri, for One Thousand Five Hundred Forty-Nine and 00/100 Dollars ($ 1,549.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. West, second by Mr. Lawson that Council Bill No. 2018-368 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-152**

Mr. Stanley introduced Council Bill No. 2018-369 - 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 lot area located at 622 S. Moffet Ave. in the City of Joplin, Missouri, for Four Thousand Nine Hundred Ninety-Nine and 00/100 Dollars ($ 4,999.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Brown that Council Bill No. 2018-369 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett,

and West, 8. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-153**

Mr. Stinnett introduced Council Bill No. 2018–370 - an ordinance approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 2205 W. 4th St. in the City of Joplin, Missouri, for Two Thousand Nine Hundred Forty-Nine and 00/100 Dollars ($ 2,949.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. West that Council Bill No. 2018-370 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Colbert-Kean. The Council Bill was declared adopted and entitled **Ordinance No. 2018-154**

Mr. West introduced Council Bill No. 2018-414 - an ordinance authorizing the City of Joplin to amend the Developer Agreement with Joplin Bungalows, LLC, a wholly owned subsidiary of the Economic Security Corporation of the Southwest Area, to reduce the scope from 32 to 20-units of affordable, permanent housing and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause. Motion by Mr. West, second by Mr. Stanley that Council Bill No. 2018-414 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-155**

Mr. Stinnett introduced Council Bill No. 2018-455 - 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, 2018 and running through September 30, 2019, for the amount of up to Thirty Two Thousand, Four Hundred Sixty-Three Dollars and Thirty-Two Cents ($32,463.32), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Monteleone that Council Bill No. 2018-455 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-156**

Mr. Stanley introduced Council Bill No.2018-523 - an ordinance approving an agreement for insurance consulting services for the City of Joplin; authorizing the City Manager to execute said agreement; and containing an emergency clause. Motion by Mr. Stanley second by Mr. Monteleone that Council Bill No. 2018-523 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-157**

Mr. Stinnett introduced Council Bill No. 2018-615 - an ordinance approving a Purchase Order to be issued to Superion to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2018-

2019 as adopted by Ordinance 2018-145 on October 15, 2018; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Lawson that Council Bill No. 2018-615 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-158**

Mrs. Reid Adams introduced COUNCIL BILL NO. 2018-616 - an ordinance approving an Interstate Mutual Aid Agreement Template for the specific counties and municipalities of Cherokee County Kansas, Delaware County Oklahoma, and Ottawa County Oklahoma allowing for the Joplin Police Department to enter into an interstate mutual aid agreement with specific law enforcement agencies within the counties mentioned above; authorizing the City Manager or the Police Chief to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mrs. Reid Adams, second by Mr. Lawson that Council Bill No. 2018-616 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-159**

Ordinances – First Reading
Mr. West introduced Council Bill No. 2018-413 - an ordinance approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2018 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City. Motion by Mr. West, second by Mr. Monteleone that Council Bill No. 2018-413 be passed on First Reading and advanced to Second and Third Reading and passed. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was read as **Council Bill No. 2018-413.**

Ordinances – Second Reading and Third Reading

Unfinished Business

New Business
Mr. Stinnett introduced Case 036-18: Northwest corner of Connecticut Avenue and 20th Street – A request for a Site Plan Review to construct a bank. Motion by Mr. Stinnett, second by Mr. Stanley that Case 036-18 be approved. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Colbert-Kean, 1.

Additional Requests to Address the City Council:
Margey Upson withdrew her request to speak at this time.

Charles Copple, 528 Porter Joplin, requested to address the city council regarding comments from a previous meeting and the ARFF truck.

News from Public Information Officer, Lynn Onstot:
In celebration of America Recycles Day, the Joplin Recycling Center will host a shredding event on Saturday, November 17. During this recycling event, large amounts of paper can be shredded quickly at no cost to area residents. CRC Shredding will have their mobile shred truck at the Center from 10

a.m. to 2 p.m. for residents to rid themselves of personal papers that are no longer needed without worry of identity theft. This free event is sponsored by the City's Recycling Division, the Joplin Police Department, Region M Solid Waste Management District, and the Missouri Department of Natural Resources.

Everyone is invited to Main Street this Saturday, November 10th for Joplin's 31st Annual Veterans Day Parade! It starts at 10 a.m., beginning at 15th Street and heading north to 3rd Street. From there it turns west to then and goes south on Joplin Avenue to Memorial Hall. Veterans attending the parade are invited to sit in a place of honor located on west side of the 700 block of Main street. Following the parade, Joplin High School Eagle Pride marching band will perform in front of Memorial Hall. All are welcome!

Mark your calendar for Tuesday, November 20 for the City's annual opening of the holiday window displays. The window blinds are pulled at 6 p.m. for everyone to enjoy the creative decorations for this year's theme "Winter Holiday in Cinema." Cookies and cocoa are served inside City Hall from 6 to 7 p.m. Windows will be decorated until early January. We encourage our residents to enjoy them and share this annual tradition with their friends and family that come to Joplin.

Also, that night on November 20 is the annual Spiva Tree Lighting Ceremony in downtown Joplin. This free family-friendly event is held at Spiva Park, with music, refreshments, and children's activity. Lights for the tree and park area will be turned on at 6:30 p.m. and will brighten the downtown to welcome the holiday season. The Christmas light show displayed in the park is set to music and starts on the half hour, from 5:30 p.m. to 10:30 p.m. Area residents are welcome to come to the park in the evenings between November 20 and January 1, 2019 to watch the show.

As the weather gets colder, the leaves are falling, and the City is preparing for the Residential Leaf Pick Up Program. It begins Monday, November 26**,** weather permitting. That's three weeks away, so everyone still has time to rake their leaves to the curb. The City begins on the southern and northern areas and work toward the middle of town, and the program can take about a month or longer depending on the weather. Please watch for other announcements as the date draws near.

Citizens are reminded that tomorrow is the Missouri General Election. Polls in Joplin will be open from 6 a.m. to 7 p.m. and we encourage citizens to please take time to vote.

Comments from City Council:
Mayor Shaw asked City Manager Anselm to check on the information on the AARF truck that Mr. Copple discussed.

Mrs. Reid Adams stated there was cut-out in the street at 28th and Wall Streets and asked that the City take care of it. She also stated there are speeding motorists who continue to pass stopped school buses at 36th and Wisconsin; she stated something needs to be done to stop this.

Mr. Stinnett asked Mr. Anselm if he knows what type of lighting Liberty (Empire) is using when replacing street lights that have gone out (halogen or LED). Mr. Anselm stated he did not know for sure, but he would find out. Mr. Stinnett remarked on the number of street lights that still need to be installed. When the public safety sales tax was proposed, an additional 3700 lights were needed. He

stated a report from Liberty indicated there is a remaining need of 199 lights that need to be installed to complete the neighborhoods. Mr. Stinnett stated he did not agree that 199 lights were enough, however, he encouraged the City to ask Liberty/Empire, or for the city council to ask the city manager, to move forward and install the remaining lights. Mr. Stinnett believes there is enough money in the public safety sales tax fund to cover this request.

Mr. Stanley stated the City Council was well represented by Council Members Brown, Monteleone and Stanley at the 2018 Table Tennis Championship City Challenge against the Joplin Police Dept. He did not disclose the name of the winners because there will be a trophy presentation at the November 19, 2018 council meeting. Mr. Stanley said it was a fun and well-organized event.

Mr. Monteleone stated he attended the memorial service at United Hebrew Congregation on Friday, November 2.

Mrs. Reid Adams stated she had a great time when she attended the Fireman's Ball on Saturday, November 3. The event is for a good cause: Christmas With Kids program.

Mayor Shaw asked the city manager to follow-up on the street lights project.

Mayor Shaw congratulated the Joplin High School Eagles for their 9-2 season and wished them well at the district championship this Friday, November 9.

Mayor Shaw mentioned that Paula Baker, CEO for Freeman Health, was at City Hall last week to announce the theme of this year's Christmas parade (Santa's Workshop) and to receive a proclamation thanking them on their fifth year of sponsoring the parade.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys pursuant to state law, and to discuss leasing, purchase or sale of real estate by a governmental body where public knowledge of the transaction might adversely affect the legal consideration thereof, pursuant to state law; as set forth in Section 610.021 (1) (2) RSMo, as amended, 2017. This meeting, record, and vote to be closed. Council shall adjourn at the end of the session. Motion by Mr. Stanley, second by Mr. Stinnett to go into closed session. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Colbert-Kean, 1.

There being no further business, the meeting was adjourned at 8:06 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

Minutes of the November 12, 2018
Joplin City Council Work Session

The City Council of the City of Joplin, Missouri, held a work session beginning at 5:45 p.m. on Monday, November 12, 2018, in the 5th Floor Council Chambers, 602 S. Main to hear the following topic below.

In attendance were Council Members: Brown, Colbert-Kean (via phone), Monteleone, Reid Adams, Shaw; Stanley, Stinnett, and West. Also, in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Absent: Lawson.

Discussion of the Finance Committee Revenue Options Report

Mayor Shaw called the work session to order. He thanked Finance Oversight Committee Co-Chairs Tom Franz and Russ Alcorn, city staff and the council members for being present.

Finance Director Leslie Haase reviewed the charge from the City Council to the Finance Committee, which was to look at revenue source options for the long term financial sustainability of the general fund. The committee presented a revenue options report to the City Council at the November 5 council meeting. The report listed five proposed sources: Use Tax; City Fire Protection District Tax; increasing the General Sales Tax by ½%; general real property tax for municipal purposes; and increasing the personal property tax.

Mr. Franz and Mr. Alcorn discussed the advantages and disadvantages of the proposed sources.

The use tax could generate a projected $1.2 million a year by collecting sales tax on internet sales. This would level the playing field with out-of-state businesses selling in Joplin. Voters defeated the use tax issue in August by a narrow margin. It was stated that with better marketing and support, the use tax could pass in 2019. Requires voter approval.

A fire protection tax would raise approximately $3.37 million but only serves one department. If this tax is used and other funding sources for the Fire Department are reduced, it may have implications in the future. The tax would be an additional sales tax and the city is already dependent upon sales tax which can vary in economic slowdowns. Requires voter approval.

An increase in the general sales tax would generate approximately $6.74 million. This tax could be designated for specified purposes similar to existing sales tax designations for public safety, transportation, etc. Requires voter approval. The City needs to address pension plan issues and the general sales tax has been discussed as a potential source of funds.

The general real property tax for municipal purposes could generate an estimated $4.7 million depending on assessment amount. This tax would help diversify the City's revenue sources and is a more stable revenue source that doesn't fluctuate as much in recession. This tax could be designated for specified purposes similar to existing sales tax designations for public safety, transportation, etc. Requires voter approval.

A personal property tax could generate an estimate up to approximately $2 million. It would diversify the City's revenue source and is a more stable revenue source that doesn't fluctuate as much in recession. Joplin's property tax is lower than other cities. This tax could be designated for specified purposes similar to existing sales tax designations for public safety, transportation, etc. Requires voter approval.

The council discussed the advantages and disadvantages of each of the revenue options.

Mr. Stanley stated he would like to address three issues with a new revenue source. One is to raise city pay to stay competitive. Another is the issue with the police and fire pension being underfunded. The third concerns how the City has pledged itself to sales tax to be only as good as our sales tax revenue. And the challenge with that is when the economy contracts, our budget is going to get squeezed big time. The sales tax is very economically sensitive. His suggestion is to focus on the risks then decide where the revenue is to come from. He would propose a higher property tax.

Mayor Shaw stated the most stable funding source, as far as income, would be an increase in property tax, but it's also the one that most people have to absorb the most load on and there are fewer people to absorb that load and probably would be the harder to one to sell.

Mr. Stinnett stated it is his opinion that the half-cent increase in the general sales tax would help sustain the dollar amounts necessary to pay off the funds necessary to do something with the (police and fire) pension fund.

Mr. West stated many retirees and senior citizens are on fixed incomes and an increase in property taxes may cause some resistance.

Mrs. Reid Adams favors a fire protection district tax because she feels it would be an easier tax to pass and it could only be used for the Fire Dept.

City Manager Anselm stated we need to make sure that whatever tax initiative is put on the ballot that it is thoroughly vetted by the citizens, city council, the citizen finance committee.

To put a tax proposal before the voters in April 2019, a decision by the council will need to be made in December. The final certification date for the counties is January 22, 2019.

Mrs. Colbert-Kean asked City Manager Anselm for an update on Priority Based Budgeting. The programs have all been consolidated for each department. Some of the scoring needs updated. Costs have been reallocated. Sam will get the list of programs and the costs to the city council soon.

Mr. Stanley asked how long and how much it would take to fully fund the pension plan move to LAGERs. Director Haase clarified that closing the pension plan to new members is what we're talking about. Everyone on the pension plan now would not be affected. They will remain on the pension plan. No current or retired employees would be impacted. The numbers we need the actuaries to look at are what would it take to fully fund it. Then we would have to go to LAGERs to find out what their plan is and what the rate is for that plan. She stated it would take several months to get information together to determine how much is needed to resolve the pension fund issue

Mr. Stanley stated he would like the council to come back at the first meeting in December with a decision of whether to put an issue on the ballot in April 2019.

Mr. Stinnett asked Mr. Franz and Mr. Alcorn if they had any input. Mr. Alcorn felt the use tax would be the easiest tax to pass as it was narrowly defeated in August. He suggested marketing the campaign better by using the police and fire departments.

Mr. Franz stated having a clear purpose for increasing taxes might help get the citizenry behind you. The pension plan is a huge issue and addressing that may free up some funds for the general fund.

Mr. Brown wanted to know more about the risks and what the citizens want. He would like to allow more time to form appropriate committees and put together the right campaign and marketing. He still would like to meet in December to discuss the issue further, but he'd rather wait until August 2019 to propose a ballot issue.

With no further comments, the meeting was adjourned

Respectfully,

Barbara Gollhofer
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2018-413 – 2018 Agreement - Homeless Coalition

MEETING DATE
November 5, 2018

REVIEWED BY
Director of Planning, Development and Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Sam Anselm

SUMMARY
The following agreement is between the City of Joplin and The Joplin Homeless Coalition for 2018 Community Development Block Grant funds.

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

FUNDING SOURCE
This Council Bill provides Seventeen Thousand Dollars and Zero Cents ($17,000.00) from Community Development Block Grant B18MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2017 Action Plan.

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

ATTACHMENTS
CB 2018-413, 2018 Public Service Agreement

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

HOMELESS COALITION

FOR
2018 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2018 by and between the City of Joplin (herein called the "Grantee") and Homeless Coalition (herein called the "Recipient").

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

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

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

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2018 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

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

General Administration

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

B. National Objectives

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

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

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

C. Levels of Accomplishment – Goals and Performance Measures

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

D. Staffing

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

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

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

D. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2018 and end on the 30th day of June of 2020.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-18-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

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

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

IV. PAYMENT

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

Seventeen Thousand Dollars and no cents $ 17,000.00

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

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

V. NOTICES

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

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

Grantee	Recipient
Name: Troy Bolander	Name: Robin Smith
Title: Director of Planning, Development And Neighborhood Services	Title: Chair
Grantee: City of Joplin	Recipient: Homeless Coalition
602 S. Main Street	1027 S. Main Street, Suite 7
Joplin, Missouri 64801	Joplin, Missouri 64801
Phone: (417) 624-0820	Phone: 417 782-4453
Fax: 1-417-625-4738	Fax: 417-7825-1690

VI. SPECIAL CONDITIONS

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

VII. GENERAL CONDITIONS

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

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

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

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and OMB Circular A-133.(A-133 Audit required if the Recipient receives $500,000 or more in federal funds)

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

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

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

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

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

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to

displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

5. Section 504

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

B. Affirmative Action

1. Approved Plan

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

basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

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

b. Notifications

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

c. Subcontracts

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

4. Federal Work Authorization Program "FWAP"

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

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to

become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

5. Lobbying

The Recipient hereby certifies that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

E. Other provisions

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

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

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

____ Day of _____, 2018

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

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

The Homeless Coalition

_____

Name: Robin Smith, Economic Security Corp

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

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

_____
Affiant

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

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2018-413 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2018 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City;

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

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

Section 1. That an Agreement between the City of Joplin, Missouri, and the Homeless Coalition is entered into that describes the expenditure of 2017 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a _____vote.

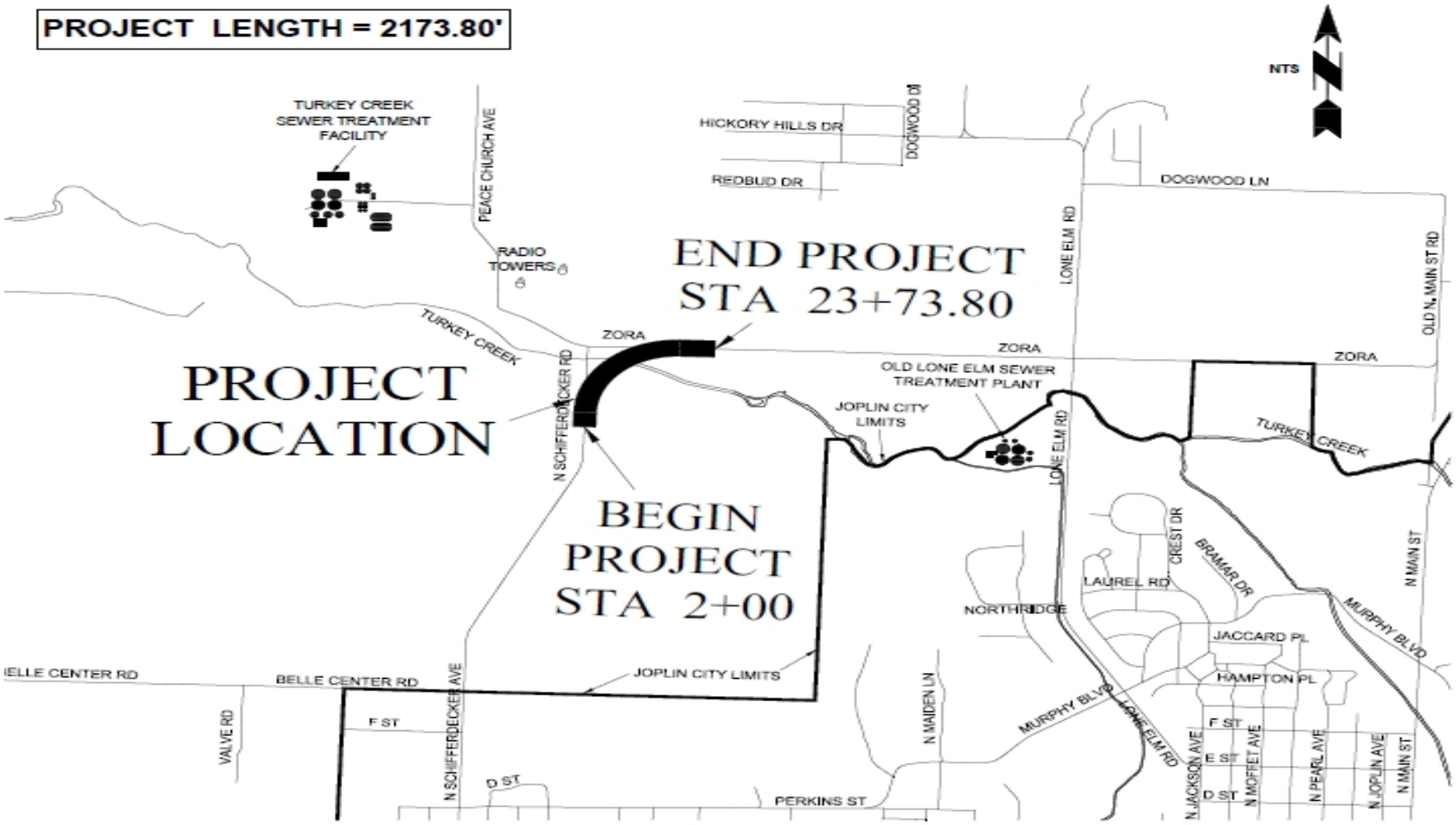
_____
Gary Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney



SCHIFFERDECKER BRIDGE OVER TURKEY CREEK

AGREEMENT
BETWEEN
CITY OF JOPLIN AND HARTMAN & COMPANY INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Hartman & Company Inc. Address: 1200 East Woodhurst, Suite J200 Springfield, MO 65804	
Attention:		Attention:	
Department: Engineering		Phone:	Fax:
Phone:	Fax:		

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

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

Schifferdecker Bridge Replacement Over Turkey Creek

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws completed by September 9, 2019 from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract

Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Two Million Four Hundred Fifty-Eight Thousand and no/100 Dollars (2,458,000.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

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

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1,625.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)

e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Two Million Four Hundred Fifty-Eight Thousand and no/100 Dollars ($2,458,000.00) said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

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

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

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

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus

$100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

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

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____

Printed Name: _____

Title: _____

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

By: _____
David Hertzberg, Public Works Director

_____
Peter Edwards, City Attorney

COUNCIL BILL NO. 2018-151 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with Hartman & Company Inc., in the amount of Two Million Four Hundred Fifty-Eight Thousand and no/100 dollars ($2,458,000.00) for construction of the Schifferdecker Bridge Over Turkey Creek Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and Hartman & Company Inc., in the amount of Two Million Four Hundred Fifty-Eight Thousand and no/100 dollars ($2,458,000.00), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Capital Improvement Sales Tax Fund

Section 4 That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____, 2018 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2018-151

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax Fund (145-4565-520-8655 project TC0614) to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

BID TABULATION

PROJECT: Schifferdecker Bridge over Turkey Creek

DATE OF BID OPENING: October 23, 2018

CONTRACTOR	BID
Hartman & Co Inc	2,458,000.00
Emery Sapp & Sons	2,873,421.48
Lehman Construction	2,932,495.20
Phillips Hardy	3,033,805.71
Engineering Estimate	3,215,104.26

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2018-151 approving a construction agreement with Hartman & Company Inc. for the Schifferdecker Bridge Over Turkey Creek Project.

MEETING DATE
November 19, 2018

ORGINATING DEPARTMENT
Public Works Department

REVIEWED BY

Director of Public Works	David Hertzberg
Director of Finance	Leslie Haase
City Attorney	Peter C. Edwards
City Manager	Samuel L. Anselm

SUMMARY
This Council Bill approving a construction agreement with Hartman & Company Inc. in a not to exceed amount of Two Million Four Hundred Fifty-Eight Thousand and no/100 Dollars ($2,458,000.00) for the Schifferdecker Bridge Over Turkey Creek Project for Fiscal Year 2018-19.

BACKGROUND
The City of Joplin, the Jasper County Special Road District, and the Jasper County Commission are working in partnership to construct a new bridge on Schifferdecker Avenue over Turkey Creek. The memorandum of understanding received council approval on January 22, 2013. The bridge design and construction will be necessary to meet future traffic needs. The bridge construction is included in the Capital Improvement Sales Tax program.

Engineering staff conducted an open house in September, 2015, to receive input on the design and address other issues concerning the bridge construction. Right of way and easements have been acquired, a clearing & grubbing contract was awarded and completed. All permits have been obtained.

This project was advertised per City procurement procedures. Bids were opened on October 23, 2018 with 4 firms bidding. Hartman & Company Inc. provided the lowest bid.

FUNDING SOURCE
These payments are included in the FY 2017-2018 budget from the Capital Improvement Sales Tax Program 145-4565-520-8655 project TC0614. Jasper County Commission will provide up to $1,400,000.00 for the bridge and right of way. Joplin Special Road District will provide up to $100,000.00 for the roadway. The balance will be paid by the City Capital Improvement Sales Tax Program.

RECOMMENDATION

Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing with public improvements, to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

ATTACHMENTS

CB 2018- Summary; Map, Bid Tabulation, CB 2018-151, contract

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2018-156 – approving a Path Maintenance Agreement with Northpark Mall/Joplin, L.L.C.

MEETING DATE
November 19, 2018

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB2018- 156 Ordinance; Path Maintenance Agreement, Location Map

REVIEWED BY
Dept. Head: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves the execution of a path maintenance agreement between the Northpark Mall/Joplin, L.L.C. and the City of Joplin as it pertains to the construction of a pedestrian and bicycle path across a portion of mall property; establishing certain obligations of the City to maintain the path.

BACKGROUND
The City of Joplin received funding from the Federal Highway Administration through its Transportation Enhancement Program, coordinated through the Missouri Department of Transportation for this trail project. The project includes a pedestrian trail and bridge from the campus of MSSU to the Northpark Mall. The path maintenance agreement defines the construction, maintenance, and repair responsibilities of the city.

FUNDING SOURCE
The total project cost is approximately $345,664.00 and the Federal share of Transportation Enhancement funding is for approximately $272,732.00 leaving approximately $72,932.00 which was included in the 2018-2019 Budget; Infrastructure Improvements Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.


N
N Goetz Blvd
E Newman Rd
N Southern View Dr
E University Pkwy
E Mansion Ln
MSSU
N Range Line Rd
N Lantern Dr
N Victory Ln
N Duquesne Rd
E Green & Gold Blvd
E Turkey Creek Blvd
Regal Cinemas
MSSU Trail
Northpark Mall
E Sunrise Dr
Mall Rd
N Northpark Ln
Friendship Cir
Rustwood Dr
Woodmont Dr
Edgewood Rd
Sfox Fire Ln
S Morgan Dr
Spring River Dr
S Northpark Ln
S Range Line Rd
E 3rd St
E Tall Grass Dr
E Plumthicket Dr
E 4th St
S Geneva Ave
Canterbury Ln
S Fox Fire Ct
S Morgan Ct
S Walnut Ridge Dr
S Duquesne Rd
Vogel Dr
University Cir
S Lavender Ln
Cresswell Ave

COUNCIL BILL NO. 2018-156 ORDINANCE NO

AN ORDINANCE approving an agreement by and between the City of Joplin and Northpark Mall/Joplin, LLC, establishing certain obligations regarding the construction and maintenance of a pedestrian and bicycle path connecting Missouri Southern State University and the Northpark Mall; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, the City has acquired property interests from Northpark Mall/Joplin, LLC, to construct a pedestrian and bicycle path connecting Missouri Southern State University and the Northpark Mall; and

WHEREAS, the City and Northpark Mall/Joplin, LLC, desire to establish certain obligations regarding the construction and maintenance of said pedestrian and bicycle path.

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

Section 1. That the Agreement by and between the City of Joplin and Northpark Mall/Joplin, LLC, 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 or his designee is hereby authorized and directed to execute said Agreement in the same or substantially similar form, by and on behalf of the City of Joplin.

Section 3. That the City hereby declares that this Ordinance, being an Ordinance dealing with a public improvement, is considered an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, and, as such, this Ordinance shall become effective immediately upon passage. Specifically, this Ordinance needs to be approved in order to allow construction to be completed within funding time limitations.

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

_____, 2018 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

PATH MAINTENANCE AGREEMENT

This Path Maintenance Agreement ("Agreement") is made effective as of _____ _____, 2018 ("Effective Date") by and among **Northpark Mall/Joplin, LLC**, a Delaware limited liability company (the "Mall"); **Missouri Southern State University**, a Missouri state university (the "University"); and **The City of Joplin Missouri**, a municipal corporation (the "City") (each a "Party" and collectively the "Parties").

WHEREAS, the Mall owns the real property described on **Exhibit A** as the "Mall Property";

WHEREAS, the University owns the real property described on **Exhibit A** as the "University Property" (the Mall Property and the University Property are collectively the "Property");

WHEREAS, the City has acquired property interests from the Mall and the University to construct a pedestrian and bicycle path across the Property as depicted on **Exhibit B** (the "Path"); and

WHEREAS, the Parties wish to establish certain obligations for the City to maintain the Path;

NOW THEREFORE, in consideration of the mutual benefits set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The City shall perform all construction, maintenance, repairs and replacements as necessary to maintain the Path in a safe condition, including but not limited to maintenance of the surface of the Path, and shall maintain all unpaved areas with grass or other landscape materials compatible with the adjacent Property. Except to the extent expressly set forth in this Agreement, the City shall be solely responsible to maintain and repair the Path and all improvements upon the Path, to keep the Path in good repair and in a safe condition in accordance with all applicable laws.

2. Following completion of any construction, maintenance, repairs or reconstruction of the Path, the City shall promptly repair any damage to the Property arising from or caused by the City's or its employees', agents' or contractors' access to the Property, or the construction, maintenance, repairs or reconstruction.

3. All work, maintenance, operations and other actions performed by the City pursuant to this Agreement shall be carried out in a good and workmanlike manner and free of any liens.

4. The City shall keep and maintain a policy of commercial general liability insurance with respect to public use of the Path, in an amount not less than one million dollars ($1,000,000) single limit and two million dollars ($2,000,000) aggregate, naming the other Parties (or their respective successor owner(s) of any portion of the Property) as additional insureds. The City shall update the name of the additional insureds on its insurance policy upon receipt of notice of a change in ownership of any portion of the Property.

5. Each Party and its permitted users shall have a limited right and license to enter upon the Path for any lawful purpose in common with the general public, including but not limited to pedestrian and bicycle travel.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns, and shall run with title to the Property. This Agreement may only be amended or terminated by a written instrument signed by the City and all of the then-current owners of the Property.

7. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any covenant herein, either to restrain or prevent such violation or to obtain any other relief.

8. In addition to any other remedies provided in this Agreement, if the City fails to comply with any applicable provisions of this Agreement within thirty (30) days following written notice from a Party, the noticing Party shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as reasonably necessary to cure the violation, and the reasonable costs and expenses incurred by such Party shall be reimbursed by the City. Additionally, if the City fails to satisfy any of its obligations under Section 1 of this Agreement at any time or from time to time, the University shall perform such obligations on behalf of the City and may seek reimbursement from the City for the reasonable costs and expenses incurred by the University.

[signature pages follow]

IN WITNESS WHEREOF, by signing below, the Parties agree this Agreement shall be effective as of _____, 2018.

NORTHPARK MALL/JOPLIN, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2018, the above named _____ to me known to be the _____ of **Northpark Mall/Joplin, LLC**, who executed the foregoing instrument in the stated capacity and acknowledged the same.

_____
Print Name: _____
Notary Public, State of _____
My commission:_____

Drafted By:
Jeffrey L. Vercauteren
Husch Blackwell LLP
33 East Main Street, Suite 300
Madison, WI 53703

MISSOURI SOUTHERN STATE UNIVERSITY

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2018, the above named _____ to me known to be the _____ of **Missouri Southern State University**, who executed the foregoing instrument in the stated capacity and acknowledged the same.

_____
Print Name: _____
Notary Public, State of _____
My commission:_____

CITY OF JOPLIN, MISSOURI

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2018, the above named _____ to me known to be the _____ of **City of Joplin, Missouri**, who executed the foregoing instrument in the stated capacity and acknowledged the same.

_____
Print Name: _____
Notary Public, State of _____
My commission:_____

EXHIBIT A

Mall Property:

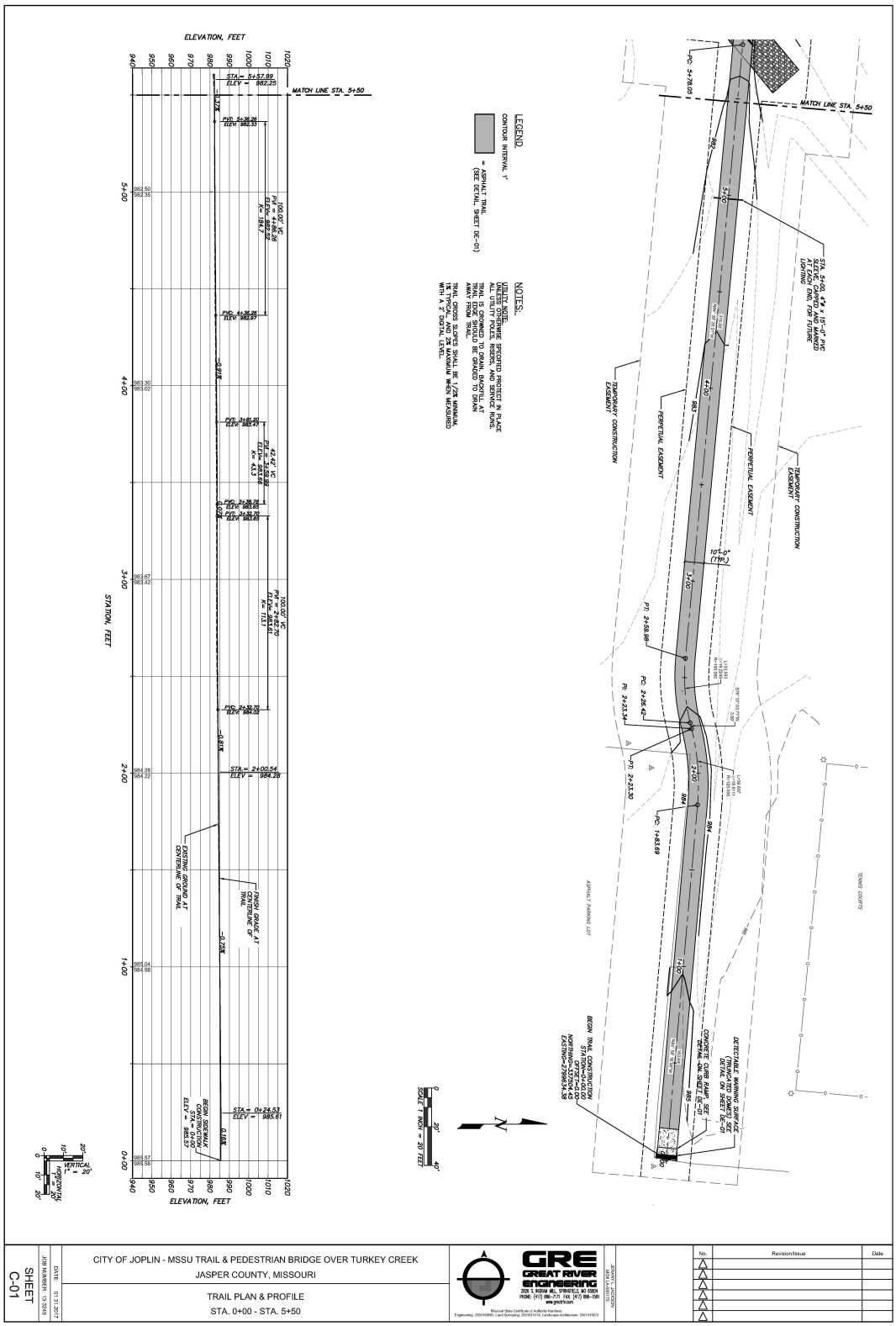
Lot 1 of the Northpark Hollywood Subdivision, City of Joplin, Jasper County, Missouri.

Parcel ID: 20300600000004001

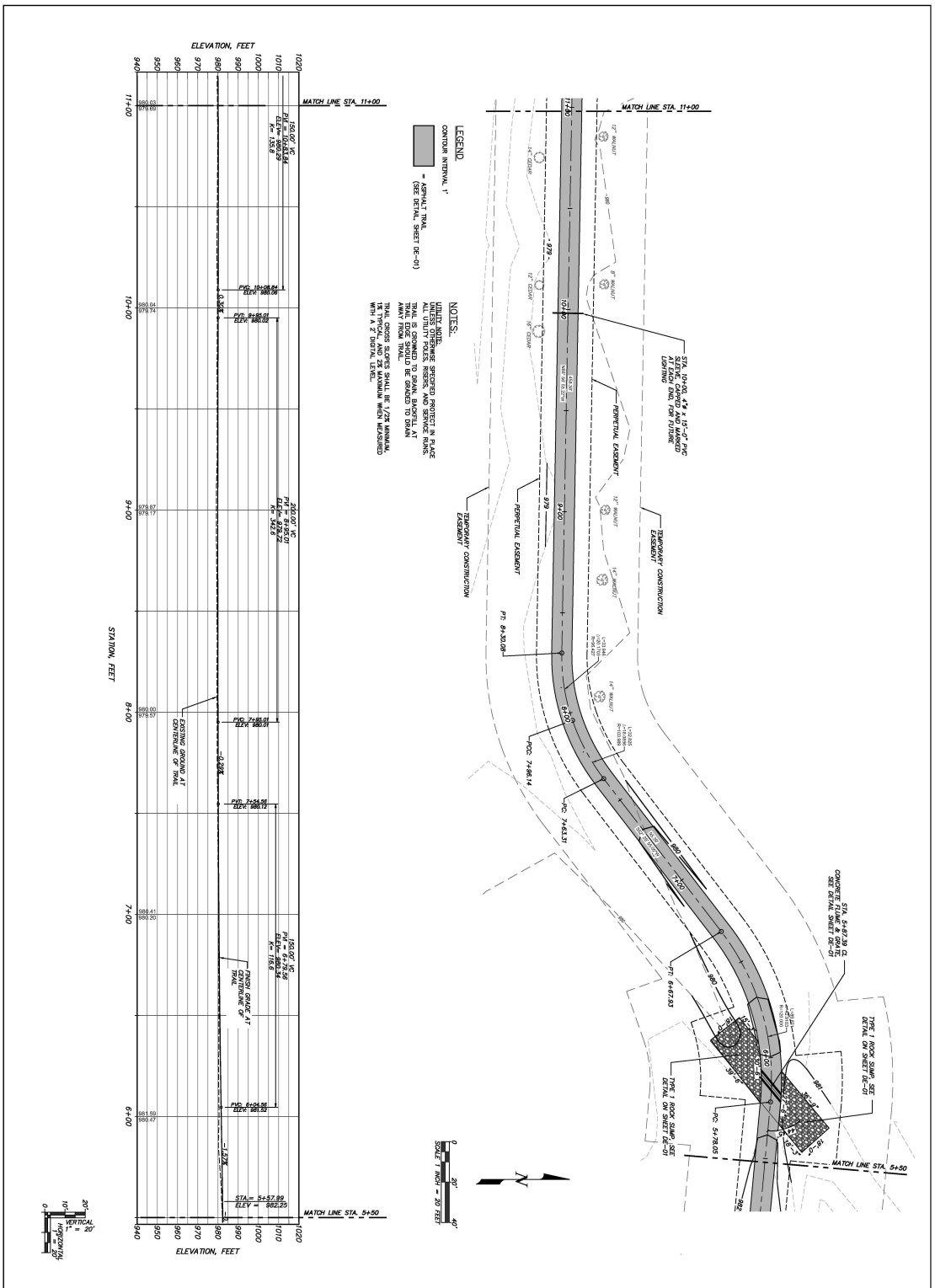
University Property:

Parcel ID: 20300600000001000

EXHIBIT B



ELEVATION, FEET
STATION, FEET
MATCH LINE STA. 5+50
LEGEND
CONTOUR INTERVAL 1'
= ASPHALT TRAIL (SEE DETAIL SHEET DE-01)
NOTES:
UTILITY NOTE:
UNLESS OTHERWISE SPECIFIED PROTECT IN PLACE ALL UTILITY POLES, RISERS, AND SERVICE RUNS.
TRAIL IS CROWNED TO DRAIN. BACKFILL AT TRAIL EDGE SHOULD BE GRADED TO DRAIN AWAY FROM TRAIL.
TRAIL CROSS SLOPES SHALL BE 1/2% MINIMUM, 1% TYPICAL AND 2% MAXIMUM WHEN MEASURED WITH A 2' DIGITAL LEVEL.
TEMPORARY CONSTRUCTION EASEMENT
PERPETUAL EASEMENT
ASPHALT PARKING LOT
TENNIS COURTS
CITY OF JOPLIN - MSSU TRAIL & PEDESTRIAN BRIDGE OVER TURKEY CREEK
JASPER COUNTY, MISSOURI
TRAIL PLAN & PROFILE
STA. 0+00 - STA. 5+50
SHEET C-01
GREAT RIVER ENGINEERING



CITY OF JOPLIN - MSSU TRAIL & PEDESTRIAN BRIDGE OVER TURKEY CREEK
JASPER COUNTY, MISSOURI

TRAIL PLAN & PROFILE
STA. 5+50 - STA. 11+00

GRE GREAT RIVER ENGINEERING
2828 S. INGRAM MILL, SPRINGFIELD, MO 65804
PHONE: (417) 886-7171 FAX: (417) 886-7584
www.greatriver.com

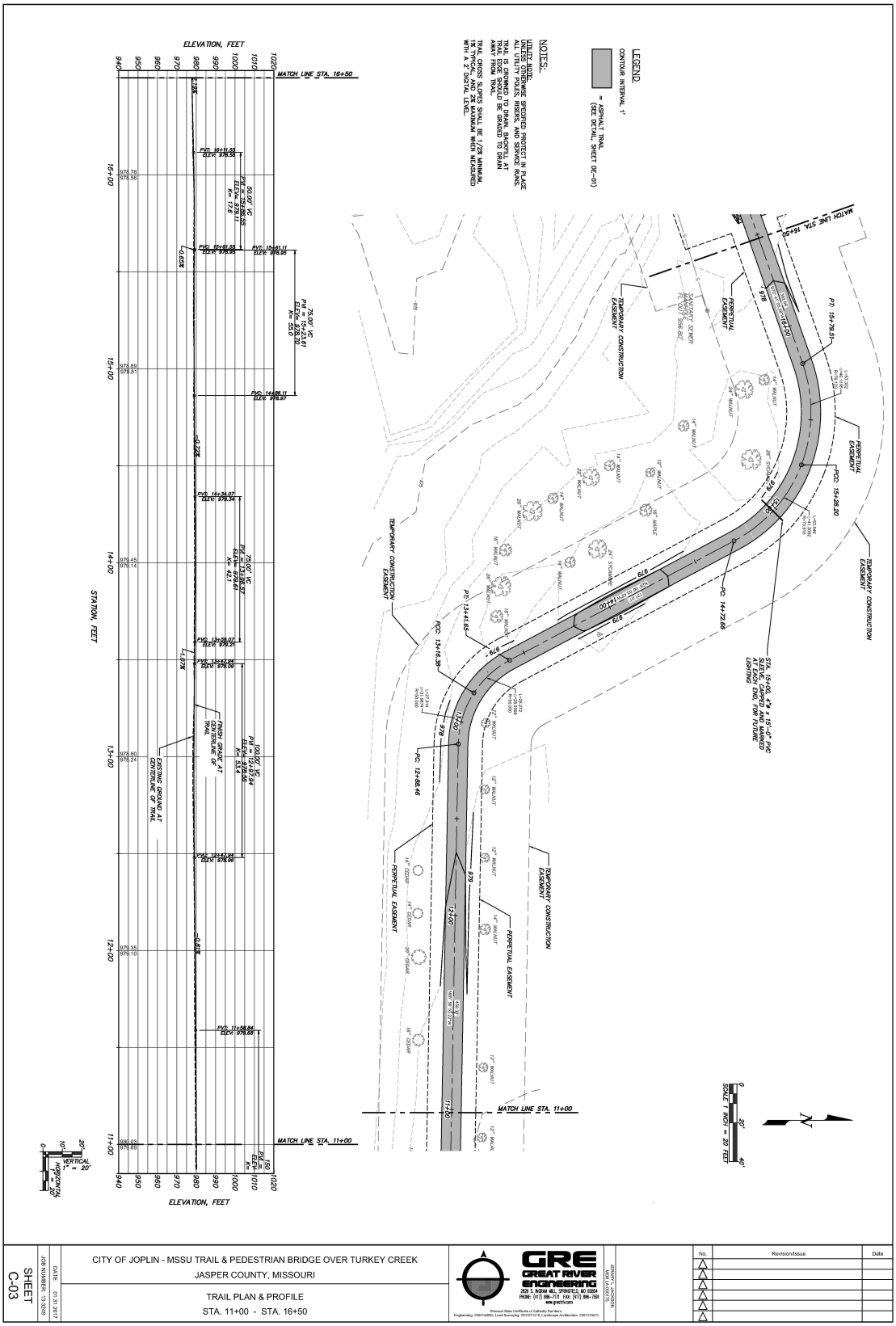
Missouri State Certificate of Authority for Jerry Engineering 2002/10/0001, Land Surveying 2007/07/1078, Landscape Architecture 2007/07/0073

JERRY L. JACKSON
MO-LA-00/1775

No.	Revision/Issue	Date

SHEET C-02

DATE: 01.31.2017
JOB NUMBER: 13-3249



CITY OF JOPLIN - MSSU TRAIL & PEDESTRIAN BRIDGE OVER TURKEY CREEK
JASPER COUNTY, MISSOURI

TRAIL PLAN & PROFILE
STA. 11+00 - STA. 16+50

GRE GREAT RIVER ENGINEERING
2626 S. INGRAM MILL, SPRINGFIELD, MO 65804
PHONE: (417) 886-7171 FAX: (417) 886-7584
www.greenrivers.com

Missouri State Certificate of Authority Numbers:
Engineering: 2000100880; Land Surveying: 2001011478; Landscape Architecture: 2001010873

JEFFREY L. JACKSON
MOBILA.GOV.TS

No.	Revision/Issue	Date

DATE: 01.31.2017
JOB NUMBER: 13-3249

SHEET C-03

LEGEND

CONTOUR INTERVAL 1'

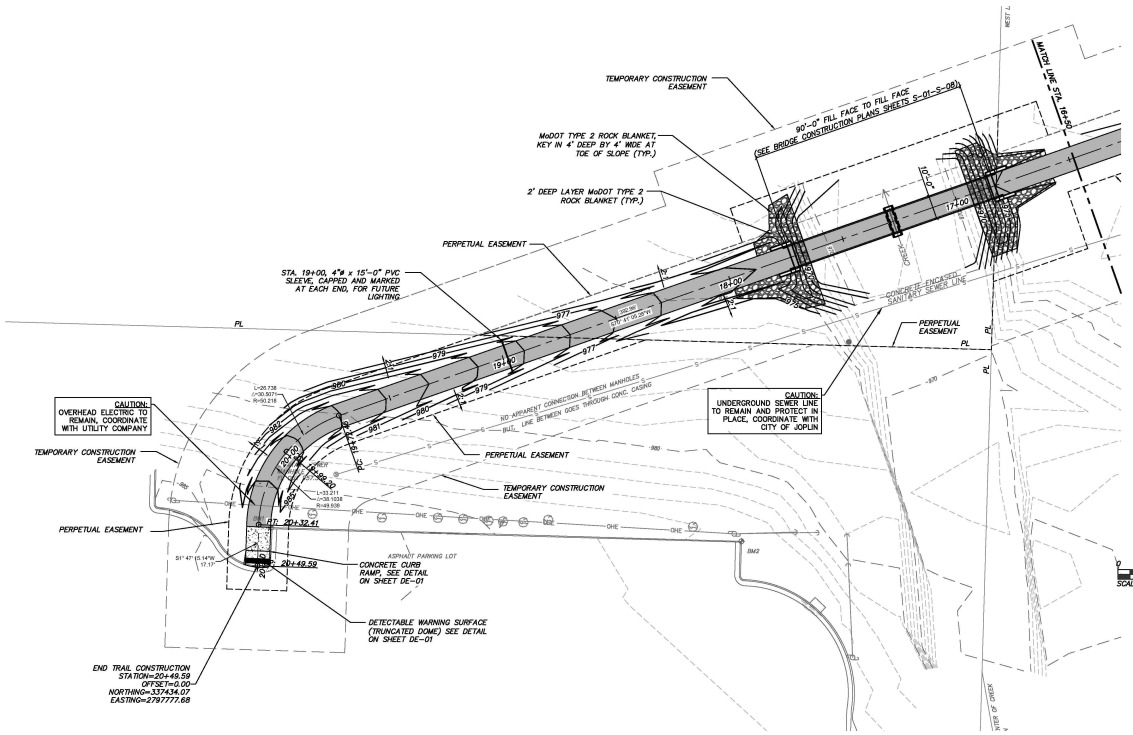
= ASPHALT TRAIL (SEE DETAIL, SHEET DE-01)

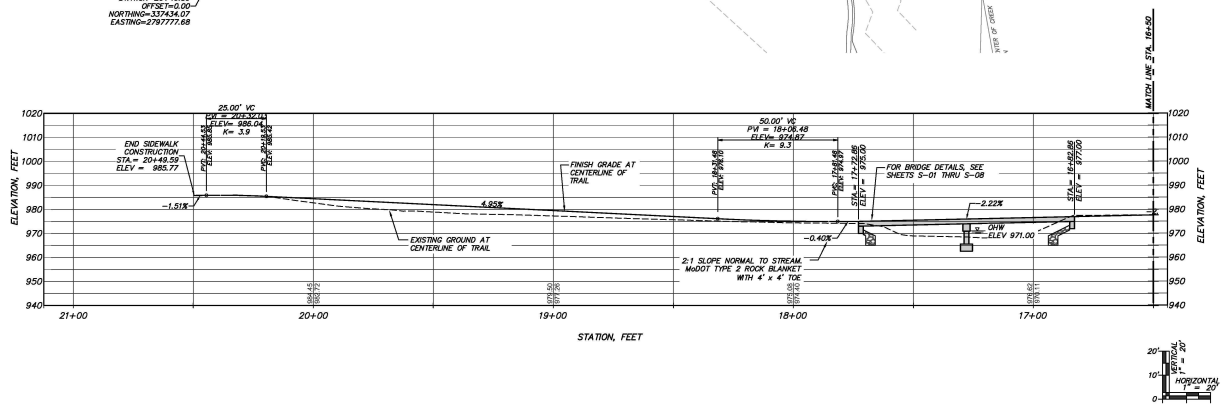
NOTES:

UTILITY NOTE:
UNLESS OTHERWISE SPECIFIED PROTECT IN PLACE ALL UTILITY POLES, RISERS, AND SERVICE RUNS.

TRAIL IS CROWNED TO DRAIN. BACKFILL AT TRAIL EDGE SHOULD BE GRADED TO DRAIN AWAY FROM TRAIL.

TRAIL CROSS SLOPES SHALL BE 1/2% MINIMUM, 1% TYPICAL, AND 2% MAXIMUM WHEN MEASURED WITH A 2' DIGITAL LEVEL.





No.	Revision/Issue	Date

JERAMY L. JACKSON
MO# LA-0001375

GRE
GREAT RIVER ENGINEERING
1501 S. Joplin Ave. Joplin, MO 64804
PHONE: (417) 206-7211 FAX: (417) 206-7212

Missouri State Certificate of Authority: Para Basic
Engineering Documents Copyright 2012-2016 G.R.E. & Associates, Incorporated - All Rights Reserved

CITY OF JOPLIN - MSSU TRAIL & PEDESTRIAN BRIDGE OVER TURKEY CREEK
JASPER COUNTY, MISSOURI

TRAIL PLAN & PROFILE
STA. 16+50 - STA. 20+65.65

DATE: 01.31.2017

JOB NUMBER: 13-3249

SHEET
C-04

MIL-29148809-6

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2018-157 – approving a Path Maintenance Agreement with Missouri Southern State University

MEETING DATE
November 19, 2018

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB2018- 157 Ordinance; Path Maintenance Agreement, Location Map

REVIEWED BY
Dept. Head: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves the execution of a path maintenance agreement between Missouri Southern State University and the City of Joplin as it pertains to the construction of a pedestrian and bicycle path across a portion of the University property; establishing certain obligations of the City to maintain the path.

BACKGROUND
The City of Joplin received funding from the Federal Highway Administration through its Transportation Enhancement Program, coordinated through the Missouri Department of Transportation for this trail project. The project includes a pedestrian trail and bridge from the campus of MSSU to the Northpark Mall. The path maintenance agreement defines the construction, maintenance, and repair responsibilities of the city.

FUNDING SOURCE
The total project cost is approximately $345,664.00 and the Federal share of Transportation Enhancement funding is for approximately $272,732.00 leaving approximately $72,932.00 which was included in the 2018-2019 Budget; Infrastructure Improvements Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.


N
N Goetz Blvd
E Newman Rd
N Southern View Dr
E University Pkwy
E Mansion Ln
MSSU
N Range Line Rd
N Lantern Dr
N Victory Ln
N Duquesne Rd
E Green & Gold Blvd
E Turkey Creek Blvd
Regal Cinemas
MSSU Trail
Northpark Mall
E Sunrise Dr
Mall Rd
N Northpark Ln
Friendship Cir
Rustwood Dr
Woodmont Dr
Edgewood Rd
Sfox Fire Ln
S Morgan Dr
Spring River Dr
S Northpark Ln
S Range Line Rd
E 3rd St
E Tall Grass Dr
E Plumthicket Dr
E 4th St
S Geneva Ave
Canterbury Ln
S Fox Fire Ct
S Morgan Ct
S Walnut Ridge Dr
S Duquesne Rd
Vogel Dr
University Cir
S Lavender Ln
Cresswell Ave

COUNCIL BILL NO. 2018-157 ORDINANCE NO

AN ORDINANCE approving an agreement by and between the City of Joplin and Missouri Southern State University, establishing the respective responsibilities of each party regarding the construction and maintenance of a pedestrian and bicycle path connecting Missouri Southern State University and the Northpark Mall; authorizing the City Manager or his designee to execute the same by and behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, the City has acquired property interests from MSSU to construct and maintain a pedestrian and bicycle path connecting MSSU and the Northpark Mall; and

WHEREAS, the City and MSSU desire to establish the respective responsibilities of each party regarding the construction and maintenance of said pedestrian and bicycle path.

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

Section 1. That the Agreement by and between the City of Joplin and Missouri Southern State University, 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 or his designee is hereby authorized and directed to execute said Agreement in the same or substantially similar form, by and on behalf of the City of Joplin.

Section 3. That the City hereby declares that this Ordinance, being an Ordinance dealing with a public improvement, is considered an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, and, as such, this Ordinance shall become effective immediately upon passage. Specifically, this Ordinance needs to be approved in order to allow construction to be completed within funding time limitations.

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

_____, 2018 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2018, by and between the City of Joplin, Missouri, a Missouri municipal corporation, hereinafter referred to as "City", and Missouri Southern State University, a Missouri state university, hereinafter referred to as "MSSU", and collectively referred to as "the parties", hereby agree as follows:

WHEREAS, the City has acquired property to construct a pedestrian and bicycle path as described on Exhibits A and B (the "Path");

WHEREAS, the majority of the Path crosses property otherwise owned by MSSU; and

WHEREAS, the Parties wish to establish the respective responsibilities for each party regarding the Path;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth and contained, City and MSSU hereby mutually agree as follows:

1. Purpose. The purpose of this Agreement is to set forth each party's responsibilities regarding the Path.

2. Term. This agreement shall be effective once it is fully executed by each party and shall be for an initial ten (10) year term, then followed by successive one-year terms. After the initial ten (10) year term, either party has the ability to terminate with 12 months' notice to the other party.

3. City's Responsibilities. City shall be responsible for construction and structural maintenance and repair of the Path. Structural maintenance and repair is defined as maintenance and repair of the surface and subsurface of the paved portion of the Path.

4. MSSU's Responsibilities. MSSU shall be responsible for non-structural

maintenance and repair of the Path. Non-structural maintenance and repair includes reasonable ice and snow removal, maintenance and repair of all unpaved areas with grass or other landscape materials compatible with the adjacent property, reasonable mowing, reasonable removal and repair of damage caused by vandalism such as spray paint, and reasonable removal of any debris such as gum, litter, trash, etc. MSSU's responsibilities to maintain and repair un-paved areas of the Path do not extend more than 20' from the center of the paved path.

5. Security Cameras. MSSU plans to install security cameras for the purpose of monitoring the Path. If MSSU installs security cameras, some of the cameras will need to be placed on property owned by City. City hereby grants MSSU authority to place security cameras on the City's property as well as to access the security cameras for maintenance and repair. Maintenance of the security cameras will be at MSSU's sole expense.

6. Hold Harmless and Indemnity. City and MSSU acknowledge that the parties, as governmental entities, are granted various immunities and protections, including sovereign immunity. The parties agree that nothing in this Agreement shall be construed as a waiver of the other parties' governmental immunities and protections.

Subject to, and without waiving any of its immunities and protections, MSSU shall hold City harmless from all claims, damages, assessments, costs, and liabilities, arising from MSSU's responsibilities regarding the Path. MSSU shall indemnify and hold City harmless from any and all claims of injury to person or property suffered or allegedly caused due to MSSU's responsibilities regarding the Path.

Subject to, and without waiving any of its immunities and protections, the City shall hold MSSU harmless from all claims, damages, assessments, costs, and liabilities, arising from City's responsibilities regarding the Path. City shall indemnify and hold MSSU harmless from any and

all claims of injury to person or property suffered or allegedly caused due to City's responsibilities regarding the Path.

7. Insurance. As a State entity, all liability insurance for University property is covered by the State Legal Expense Fund as administered by the State Attorney General.

8. 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.

9. 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.

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

11. 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.

12. Binding Effect. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

13. 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.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

MISSOURI SOUTHERN STATE UNIVERSITY

By: _____
Rob Yust,
Vice President for Business Affairs

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,

By:_____
Samuel L. Anselm,
City Manager

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2018-158 authorizing and approving an Agreement between the City of Joplin and Transystems Corporation.

MEETING DATE
November 19, 2018

ORIGINATING DEPT
Public Works-Operations

ATTACHMENTS
Council Bill No. 2018-158; Contract, Request For Proposal (RFP)

REVIEWED BY
Dept. Head: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill authorizes the City Manager to enter into a contract with Transystems Corporation for the consultant services to provide evaluation and planning assistance for Joplin's MAPS Transit and Sunshine Lamp Trolley systems.

BACKGROUND
On August 27, 2018 the City of Joplin issued a Request for Proposals for consultants to provide professional services for the City of Joplin Transit System Service Evaluation and Planning Assistance. Three proposals were received on September 27,2018. Proposals were evaluated based on 100 point maximum score for the following weighted areas: Work Methodology (30), Cost (25), Experience (20), Timeline (15), and References (10). Transystems was selected for this contract. . The total cost of this project is not to exceed $141,401. FTA Section 5307 funds will pay for 80% of the project, or $113,121and the City of Joplin is responsible for a 20% match, or $28,280.

FUNDING SOURCE
80 percent of the payments are covered by FTA grant MO-2018-011. The matching funds are from Transportation Sales Tax Fund (TST).

RECOMMENDATION
Staff recommends approval of Council Bill No 2018-158 authorizing the City Manager to enter into an agreement with Transystems Corporation, not to exceed $141,401, to perform a Transit System Service Analysis and Planning Assistance relating to the operation of the Sunshine Lamp Trolley/MAPS Transit system on an emergency basis, per section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage and requiring an appropriations adjustment to the FY 2018-2019 budget.

CITY
OF
JOPLIN, MISSOURI

REQUEST FOR PROPOSAL

#2018-11

for

PROFESSIONAL SERVICES FOR THE CITY OF JOPLIN TRANSIT SYSTEM SERVICE EVALUATION AND PLANNING ASSISTANCE

PUBLIC WORKS DEPARTMENT-Transit Division
123 S. MAIN ST.
JOPLIN, MO 64801

(417) 625-4793

REQUEST FOR PROPOSALS

The City of Joplin, Missouri will accept sealed proposals until 10:00 A.M., Thursday, September 27, 2018 at the MAPS Transit offices located at 123 S. Main Street, Joplin, Missouri, 64801 for the following:

PROFESSIONAL SERVICES FOR THE CITY OF JOPLIN TRANSIT SYSTEM SERVICE EVALUATION AND PLANNING ASSISTANCE

Proposal specifications are available from Robert Lolley, Transportation Coordinator, at 417-625-4793. Any proposals received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all proposals, to reject any or all proposals and solicit again at a later date. The City may waive any irregularities in the proposal or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of proposals and issuance of awards.

The City encourages minority and female owned businesses to submit proposals for all City projects.

David Hertzberg,
Director of Public Works

Publication Date: Monday, August 27, 2018

REQUESTS FOR PROPOSALS #2018-11: PROFESSIONAL SERVICES FOR THE CITY OF JOPLIN TRANSIT SYSTEM SERVICE ANALYSIS (TSA) AND PLANNING ASSISTANCE

GENERAL:

The City of Joplin, Missouri, Public Works Department is requesting proposals for professional services for transit service evaluation and planning assistance from a consultant with significant fixed route service evaluation, route design, and scheduling/operations planning experience to support development of a Comprehensive Transit Service Analysis (TSA) and short, medium, and long range service plans for the Sunshine Lamp Trolley deviated fixed routes, MAPS Transit demand response bus system, and related public transit services. This TSA/service plan effort will evaluate how well the Sunshine Lamp Trolley/MAPS Transit systems are positioned to serve the transit markets of today and of the future as well as identify both revenue-neutral and growth strategies for increasing the effectiveness of the transit system. The TSA and service plan will identify short-term, revenue-neutral actions to improve current operations and the effectiveness of the current transit systems, as well as a longer-range roadmap for system development that priorities potential improvements, should additional resources for transit operations and related capital investment become available.

The context for this effort includes evolving development patterns within the City of Joplin as a result of the tornado recovery, changes in the location of transit trip generators, new construction trends, and relocation of major industries. The TSA and service plan effort is intended to meet the following objectives:

Complete a comprehensive review and analysis of the deviated fixed route transit system, demand response system, and related public transit services, evaluating its efficiency and effectiveness in meeting local and regional travel needs;

Examine existing and future markets for transit services and opportunities to better align transit services with the needs of these markets;

Identify short, medium, and long-term plans for transit system design and service delivery, including revenue-neutral and “growth” strategies;

Examine existing and future funding sources and identify options for improving transit funding sustainability;

Provide a framework for transitioning from current service to new or revised service; and

Position the City of Joplin to compete effectively for federal, state, and local funding.

It is the City's intention that the TSA/service plan will be used to guide and inform development of future Long Range Transportation Plans and to prioritize transit system changes and investments.

The successful candidate shall serve as the City's professional Consultant in this assignment and shall give consultation and advice to the City during the performance of services. Contract award is anticipated June/July 2018.

BACKGROUND :

Agency Description: The City of Joplin began operating a demand response transit system known as the Metro Area Public Transit System or (MAPS) in 1997. During that first year of service, MAPS provided 58,630 rides to residents within our 105 square mile service area. Demand for our service has increased dramatically over the years. We provided 67,735 rides in 2006 and in response added deviated fixed route service with the Sunshine Lamp Trolley in late 2007. The Sunshine Lamp Trolley system was expanded to three routes in 2009 and our transit system provides 135,000 rides annually.

The original system was designed as a regional transportation network that would connect residents in the neighboring towns of Carl Junction, Webb City, Duquesne, and Carterville with medical facilities, employment opportunities, and retail destinations in Joplin. The initial service operated three demand response vehicles during peak service and over the years it had been expanded to operating eight demand response vehicles during peak hours. Although we provided 67,735 rides in 2006 with just eight vehicles in service, we still averaged twenty or more service denials per day. A service analysis determined we needed to expand to ten or more vehicles during peak hours in order to significantly impact our daily trip denial rate. The decision was made to add one more vehicle to our peak service, but it was decided it would operate in a deviated fixed route system instead of the traditional demand response system of the seven other vehicles. This first route served the Joplin downtown area, primary Range Line Road retail areas (Wal-mart, Northpark Mall), and Missouri Southern State University. Ridership for the first year on the deviated route was 6,028, but MAPS ridership correspondingly declined 5,223 ride from the previous year.
Two additional deviated trolley routes were needed to allow city wide trolley service within the City of Joplin. It was theorized, two demand response vehicles could be transitioned from providing traditional demand response service to providing deviated trolley service on the two new routes instead of increasing the number of vehicles operated during peak hours to eleven. The increase in available transportation service provided by increasing the trolley system would corresponding decrease the demand for MAPS service to the point that the service denial rate would be reduced despite the fact we actual reduced the available MAPS service by two vehicles. Since the current three trolley system was implemented in 2009, MAPS annual ridership has decreased an average of 34,403 per year, but the Sunshine Lamp Trolley annual ridership has correspondingly increased to average 103,282 rides per year.

The current operating cost for MAPS service is $19.66 per ride and the cost for Trolley service is only $3.45 per ride. Three trolley vehicles perform 2.8 times as many rides as six MAPS vehicles. Based on simple economics alone, transitioning a significant portion of our MAPS vehicles from providing MAPS service to providing deviated trolley service would contribute greatly to the long term financial sustainability of our transit system; however, the traditional demand response service of MAPS is a valuable resource provided to our riders in Carl Junction, Webb City, Carterville, and Duquesne. As a result of the development of a Comprehensive Transit Service Analysis (TSA) and short, medium, and long range service plans as detailed in this Request for Proposals, the City of Joplin seeks to obtain an actionable plan for improving transit system efficiency, reducing per ride operating costs, and increasing service frequency/hours of operation while maintaining the current transit system budgetary constraints.

Public Involvement: The City of Joplin is committed to implementing a robust Public Involvement Program as part of the TSA/service plan effort. In keeping with the MAPS Public Involvement Plan and federal Limited English Proficiency requirements, this program must include meaningful outreach to, and involvement of, speakers with limited English proficiency.

The consultant will be asked to detail their plan for ensuring public involvement of limited English proficiency individuals and minority groups as part of their discussion of the tasks in the Scope of Work. The Transit Division welcomes suggestions for innovative approaches for more effectively engaging the public, and transit riders in particular, in this effort (i.e., beyond traditional public meetings, though such meetings may be implemented as one component of the Public Involvement Program.) Implementation of the Public Involvement Program will be overseen by the Transportation Coordinator, Public Information Officer, and Public Works/MPO staff. The consultant will conduct outreach and produce, translate, and print required outreach materials, except where explicitly noted in the Scope of Work.

SCOPE OF WORK:

The Scope of work is provided as a guide to offerors. Offerors are invited to suggest altered or expanded tasks; however, any deviations from the Scope of Work set forth in this FRP should be explicitly identified and discussed in offerors' proposal. Offerors may also set forth optional tasks, with cost proposals clearly identifying the costs for each item.

The City of Joplin Transit Division expects the consultant to provide the following services and deliverables:

Market Analysis : The market analysis will provide a comprehensive profile of the MAPS service area and assess how well the MAPS and Sunshine Lamp Trolley system reflects and responds to current and anticipated future travel needs. The deliverable shall be a technical memorandum or working paper that emphasizes visual representations of data

(e.g., maps). The Transit Division expects that the market analysis will encompass the following:

Demographic analysis: This component of the market analysis shall include, at a minimum, mapping the distribution of transit-inclined populations, including older adults, college-aged students, youth, low income individuals, and households without vehicles. Distribution of the minority population (per FTA's definition) should also be included for use in Title VI evaluation of recommended service alternatives. Consultant shall use the most recent ACS data.

Land use/trip generators/transit-supportive densities: The consultant will be expected to review Joplin's land use designations (current and future), relevant City plans, and understands other plans or designations with potential influence on future development patterns, such as Priority Development Areas. The consultant will also discuss growth potential/development patterns with City of Joplin Community Development staff, the Joplin Chamber of Commerce, and the Joplin Convention & Visitor's Bureau. Maps should be prepared to visually identify areas of Joplin with current and projected transit-supportive housing and employment densities as well as major trip generators. Consideration should be made to the City's current ongoing process to update land-use and development codes.

Travel Patterns: The consultant shall evaluate current and potential future major travel flows and origin/destination pairs using data from the agency's transit dispatch software reports, daily fare counts, customer surveys, and targeted stop usage counts.

Regional Transit Network: The market analysis should also include information illuminating MAPS and the Sunshine Lamp Trolley's role within the regional transit network and key connectivity opportunities with the Joplin Regional Airport, Greyhound terminal, and local taxi services.

Analysis of Service Congruency/Adequacy: Map-based analysis showing demographic, land use, trip generation, and travel flow data relative to the existing transit system to identify how well the current transit system matches current needs, as well as anticipated needs based projected changes in land use and travel patterns.

Stakeholder Input: The market analysis should be informed by interviews with 15-20 key individuals representing major employers, educational institutions, social and human services providers, and medical facilities regarding the role of transit in Joplin and opportunities to improve MAPS and Sunshine Lamp Trolley service.

Comparative Analysis: Include comparative data analysis with regional towns of similar demographic makeup.

Deliverables:

Draft Market Analysis

Final Market Analysis
Presentation materials including, maps, tables, and charts

Comprehensive Transit Service Analysis (TSA): The consultant shall complete a route-by-route analysis and overall evaluation of the MAPS and Sunshine Lamp Trolley system, presenting findings in a technical memorandum or working paper.

Route-by-route analysis: The consultant shall evaluate each route's performance in detail, with attention to ridership patterns (on/off analysis, transfer patterns, on-time performance, deviation history), key trip generators, key transfer points, ridership and productivity by time/day of week, bus stop spacing, and peak service hours.

Network evaluation: The consultant shall evaluate the role of each route within the overall transit network, and the effectiveness of the network as a whole. This task should include evaluation of route alignments, identification of service duplication or redundancy, evaluation of current interlining practices, and an assessment of the match of service to the needs of the transit market based on the findings of the market analysis. Connectivity with local/regional transit operators should be assessed as part of this task.

The deliverable for this task should include recommendations for revenue-neutral, short-term service changes that can be made to improve the efficiency or effectiveness of the MAPS/Sunshine Lamp Trolley system in the next 1-2 years. Recommendations may be grouped into two or three revenue-neutral scenarios, each with a different focus or point of view. These, and any recommendations that relate to major network restructuring or significant changes in the allocation of resources within the MAPS/Sunshine Lamp Trolley system may be identified as part of this task, but should be carried forward into the Visioning, Service Design Guidelines, and Alternatives tasks for further evaluation and public feedback. Transit Division staff will assist in making this determination. It is expected that this task will be completed within the first four to six months of the project.

Deliverables:

Draft TSA
Final TSA
Presentation materials including maps, tables, and charts

Visioning: Data and findings from the market analysis and TSA shall be used as the underpinnings for visioning exercises to be conducted with Transit Division staff, key stakeholders, and the public. The purpose of this task is to engage City of Joplin staff, JATSO, the City Council, Community Match Partner Cities, University, external stakeholders, and the public in a discussion of alternative approaches to the design of the transit network in Joplin. Visioning should focus on community goals and needs/outcomes, rather than specific service and route design proposals.

The visioning process shall be informed by data about current and future transit markets, current system performance, and industry best practices, yet allow for a values-based discussion of the role and mission of the MAPS/Sunshine Lamp Trolley system within the city's transportation network. The trade-offs involved in implementation of various transit service and network design alternatives should be clearly delineated for participants. Bidders' proposals should identify the techniques that are proposed for ensuring that visioning sessions are productive and have outcomes that can be used to inform development of alternatives or recommendations (e.g. planning games, charrettes). It is expected that the consultant will take the lead in designing the visioning process and will implement visioning sessions in partnership with City of Joplin staff. Groups that should be engaged during this task include the following:

MAPS/Sunshine Lamp Trolley riders and the public at large
Joplin City Council (likely via a pre-Council work session)
JATSO, Public Works, Transit Division, and other City Staff
Missouri Southern State University staff and student organizations
A selection of stakeholders consulted during preparation of the Market Analysis

In order to contain costs for this task and to promote a free flow of ideas, the City of Joplin proposes that visioning sessions not be limited to single groups (with the exception of the City Council, which will likely be engaged through a work session). City of Joplin staff can assist in scheduling times and providing rooms for these public meetings. Participation by MAPS/Sunshine Lamp Trolley riders can be solicited through on-board postings, citizen newsletter, and public address systems.

Topics to be discussed may include the allocation of resources towards services that are oriented toward maximizing ridership versus maximizing coverage, the differentiation of services into typologies with different roles or markets, regional transportation service versus Joplin centered service, the role of transfers, and priorities for investment of any new operating revenues for transit. Outcomes from visioning sessions should be documented for use in the remainder of the planning process.

Deliverables:

Visioning workshop/public outreach plan
Summary of Visioning Outcomes

Service Design Guidelines : The consultant shall assist the Transit Division in developing service design guidelines that can be used to guide development of alternatives for future design of individual routes and the transit network as a whole. Service design guidelines should be based on the results of the visioning process (in terms of priorities for development of the transit system, allocation of resources between coverage-oriented and ridership-oriented services, etc.) and should reflect industry standards, practices in similar successful transit systems, and budget realities. Guidelines should address such topics as principles for route design, levels of service

that are appropriate for different service types (e.g. frequency, span), bus stop spacing and allocation of resources among services meeting different needs and serving different areas.

Development of service design guidelines should reflect close collaboration with Transit Division staff. Transit Division staff will present service design guidelines to the City Council for adoption.

Deliverables :

Draft Service Design Guidelines
Final Service Design Guidelines

Alternatives : The consultant will use materials developed in previous tasks to work in partnership with the Transit Division to develop service options, evaluate them individually and as a unified plan, and identify a set of alternatives or proposals for public feedback.

Development of Alternatives: Working in partnership with the Transit Division, the consultant will develop detailed alternatives or recommendations for service improvements. The basis for recommending alternatives or scenarios will also be clearly identified (e.g., reducing inefficiencies, improving the effectiveness of current operations, expanding the system to new markets or new hours/days, etc.). Alternatives or scenarios will be placed within a preliminary timeline of short, medium, or long-term recommendations. High level budgetary implications (capital for equipment and facilities and operating), ADA paratransit requirements, and staffing/labor implications for bus operators, maintenance personnel, and management shall be identified to assist with evaluation of options. Costing will be based on a cost allocation model created with assistance from the Transit Division staff.

Customer and Stakeholder Input: Significant customer and stakeholder input will be a key part of this task. MAPS/Sunshine Lamp Trolley riders should be provided with the opportunity to review and comment on detailed short and medium term proposals for individual routes and the network as a whole, as well as review and comment on proposed longer range changes. The consultant shall assist with the development of the outreach plan for this task and provide graphical presentation materials as appropriate to facilitate public review and comment. City of Joplin staff will assist with implementing outreach activities and materials production. City staff anticipates using an online survey format as well as direct outreach, onboard buses and at key transit stops, to gain feedback from riders and stakeholders. Transit Division staff will also seek input from colleagues within the Public Works and Planning & Zoning Departments (including bus operators, dispatchers, and customer service staff) as well as provide other City staff with the opportunity to comment.

Evaluation and Selection of Alternatives: The consultant shall work in partnership with the Transit Division to evaluate alternatives based on public and stakeholder input.

Emerging recommendations for route-specific and system level improvements shall also be evaluated on the basis or cost, phasing, consistency with service policies or guidelines, labor implications, and ADA paratransit implications. At this time the Transit Division shall conduct a review of the Title VI implications of proposed changes. The City of Joplin, as a small Urban Area operator, is not subject to the FTA requirement to conduct a full Service Equity Analysis; however, the Transit Division seeks to ensure that the alternatives selected for inclusion in the final service plan reflect attention to an equitable distribution of transit service resources within the service area. The consultant should budget a small number of hours to provide technical assistance in support of this review.

Deliverables:

Service alternatives presented in a format facilitating public and stakeholder review and comment

Draft recommended alternatives

Final recommended alternatives

Short, Medium, and Long Term Plans : The consultant shall present recommended short, medium, and long term service plans based on the evaluation of information provided during previous tasks. The service plans should incorporate relevant materials produced in previous tasks to provide context and justification for final recommendations. Plans should include the following:

Short Term Service Plan: The consultant shall prepare a detailed operating and capital plan for implementation of short term recommendations based on information provided by the City staff on reasonable expectations for capital and operating revenues during this time (i.e., sources, amounts, and projected growth). The consultant shall clearly identify changes or combinations of changes that can be implemented with no net increase in operating revenues over a 1-2 year period.

Medium Term Service Plan: The consultant shall prepare a detailed operating and capital plan for implementation of medium term recommendations based on information provided by City staff on reasonable expectations for capital and operating revenues during this time (i.e., sources, amounts, and projected growth), as well as potential new revenue sources. The consultant shall clearly identify moderate expansion changes or combinations of changes that can be implemented over a 3-5 year period. The consultant shall also identify approximate costs to implement recommended medium term improvements, and related capital requirements (e.g., for facilities or fleet).

Long Term Master Plan and Funding Sustainability Plan: The consultant will use materials developed in previous tasks to work in conjunction with City staff to develop a long term master plan. The master plan should include a service expansion plan and a transit funding sustainability plan.

The service expansion plan should be a road map of where the focus of public transportation should be for the next 10-20 years. The service expansion plan should contain the following elements:

1. Recommendations for advancing multi-service route connectivity and efficiency with a focus on ridership use and functionality
2. General financial estimates for recommended service scenarios
3. Future rolling stock needs assessment
4. Recommended capital infrastructure projects and service delivery options, and
5. Recommendations for the use of innovative technological advances for the purposes of enhancing any element of transit service identified throughout the planning process. An example includes mobile payment options or ride scheduling apps.

The overarching purpose of the transit funding sustainability plan is to determine what the broader City of Joplin community will support as the most desirable long term, sustainable funding structure for MAPS and the Sunshine Lamp Trolley, in conjunction with the above service expansion plan. The funding sustainability plan should contain the following elements:

Fare Study based on a review of existing fare schedules for the transit system as well as input from previous surveys and meetings. The Fare Study will make recommendations to streamline fare schedules and fare rate changes, and will include an electronic file with a formula or method to determine when and how much fares need to be adjusted in coordination with cost of operations, administration, and other pertinent economic factors. The Fare Study shall also examine the outcomes and impacts of a “fare-free” model.

Transit Funding Resources Report identifying existing funding sources and expenditures, proposed service increase revenue needs, projected costs vs. revenues, and potential additional revenue sources. The report will include an analysis of alternative governance models (e.g. independent transit authority with taxing authority). The report shall incorporate findings from the Fare Study and all other prior tasks.

Transit Sustainability Funding Plan outlining the most desirable long term, sustainable funding structure for MAPS and the Sunshine Lamp Trolley. The final Plan will include a desired future funding structure “road map” for developing local/regional funding, including outreach/information campaigns, current and potential strategic partnerships, target service levels, and an implementation timeline for all activities.

The consultant will be asked to participate in presentations of the draft service plans to J.A.T.S.O. and City Council.

Deliverables:

Draft Short, Medium, and Long term Master Plans and Funding Sustainability Plan
Final Short, Medium, and Long term Master Plans and Funding Sustainability Plan

TIME OF PERFORMANCE : The City Transit Division anticipates completing work on the TSA, Short term, and Medium term service plans within a twelve month timeframe from the date of contract award. The Long Range Master Plan should be completed within 6 months of completion of the TSA, Short term, and Medium term service plans.

CONTENT OF THE PROPOSAL

Proposals shall only be accepted from consulting firms that can clearly demonstrate having had a background and extensive previous experience in the field of work described. Such experience must include projects that were successfully carried through to completion.

The City of Joplin requests that any firm desiring to be considered for this project submit three (3) copies of your proposal marked “PROFESSIONAL SERVICES FOR THE CITY OF JOPLIN TRANSIT SERVICE EVALUATION AND PLANNING ASSISTANCE” containing the following:

1. A brief description of the firm, including qualifications and background.
2. A statement of your understanding of the work and work plan. This statement shall include a description of the activities, and tasks that shall be undertaken to complete each of the objectives listed, but not necessarily limited to the specific objectives listed.
3. An estimated timetable along with estimated starting and completion dates for each task with formal opportunities for City staff review.
4. A statement outlining the scope of the staff resources and range of the specialties offered by your firm.
5. A statement describing the responsibilities and degree of participation of each professional staff member who will be assigned to the project along with resumes describing relevant previous experience.
6. A list of similar work performed for other municipalities or agencies, including a description of work and the name of the municipality or agency, and the action taken as a result of the work. A list of references shall be included.
7. A discussion explaining why the firm believes the City of Joplin would benefit from selecting the firm to do the work.
8. A description of the approach the firm shall take to complete the work, including an estimate of the total time needed for the firm to complete the work.
9. A summary of any arrangements you may be making with any other firm for assistance on this work.

SELECTION PROCESS :

The City of Joplin follows the Qualification based selection process set by the State of Missouri under RSMo 8.285-8.291. Selection of the firm will be made by a committee

potentially composed of the Joplin Public Works Director, Assistant Public Works Director of Operations, Joplin Regional Airport Director, and the Joplin Transportation Coordinator. The final selection shall be based on a composite score of the following criteria:

1. Work Methodology 30%
2. Cost 25%
3. Experience 20%
4. Timeline 15%
5. References 10%

After interviews/evaluations are conducted, the evaluation committee shall select a firm for negotiation of terms of an agreement. The services in the agreement shall substantially conform with those described in the RFP. Modifications may be made to accommodate budget limitations or to address related issues not considered in the original scope of work.

When agreement on a detailed scope of services and fee schedule is reached, a formal contract will be prepared and submitted for Joplin City Council approval. If an agreement cannot be reached, the City will terminate negotiations and select an alternate firm for negotiations.

The selection committee reserves the right to reject any or all proposals and to accept the proposal the City considers the most advantageous.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: TranSystems Address: 2400 Pershing Road, Suite 400 Kansas City, Missouri 64108	
Attention: David Hertzberg		Attention: Shawn Turner	
Department: Public Work		Phone: 816-329-8600	Fax: 816-329-8601
Phone:	Fax:		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING 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 Engineer to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Engineer 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 Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, 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 Engineers, and Land Surveyors;

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

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization in ***Exhibit A,*** *and to the Federal Transit Administration (FTA) Clauses contained in* ***Exhibit B***. The services of the Engineer 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 Engineer 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 Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer 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 Engineer.

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

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization in ***Exhibit A & B***, 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 Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer'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 Engineer to fulfill Engineer'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 Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; 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 Engineer 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 Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer 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 Engineer.

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 Engineer under this contract shall at the option of the City become its property, and the Engineer 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. Engineer 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 Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Engineer 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 Engineer 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 Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination.** The Engineer 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 Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**: The Engineer 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 Engineer.

No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

12. **Compliance with Laws**. Engineer agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Engineer affirmatively states that payment of all local, state, and federal taxes and assessments owed by Engineer 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 Engineer is associated with a business entity, Engineer 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, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

a. If the Engineer 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 Engineer 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 Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer 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 Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **City Benefits**. The Engineer 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 Engineer 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 Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b. The Engineer 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 Engineer 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 Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the

City, one set of reproducible record Mylars of drawings, 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 Engineer 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. **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

Engineer:

_____

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

Exhibit A

SCOPE

Task 1.0: Project Management and Schedule

This task involves management of all project activities including continuous project coordination and administration, a kick-off meeting, bi-monthly conference calls, and monthly progress reporting.

1.1 Kick-Off Meeting - TranSystems will hold one (1) kick-off meeting with the City of Joplin Transit in-person or via conference call to discuss study goals, tasks, and deliverables. At this meeting, the project team will also request available data.

1.2 Conference Calls - Following the initial kick-off meeting, TranSystems will hold a 30-minute conference call with Joplin Transit up to twice per month or as requested throughout the study to provide project updates.

1.3 Monthly Reporting - TranSystems will prepare and submit monthly invoices to the City of Joplin. Each invoice will also include a progress report for the period covered by the invoice. Each progress report will include an update on task completion, deliverables that were completed during this time frame, and next steps for the project team.

Deliverables: Schedule Management, Meeting Summaries, Monthly Invoices

Task 2.0: Market Analysis

The Project Team will rely on stakeholder input for much of our preliminary analysis. This input will help give us a general understanding of the Joplin transit user, as well as be a “check” on the more quantitative analysis we will be doing for this project. A Transit Advisory Committee (TAC) will be formed which will include 15 to 20 stakeholders. These stakeholders could represent the following key groups/organizations in the community: The Freeman Health Group and Mercy Hospital Joplin; Eagle-Picher, Aegis, and SST; Missouri Southern State University and the Joplin School District; and the Missouri Department of Social Services, Children’s Haven of Southwest Missouri, and Bright Futures. Additional stakeholders will be identified through consultation with the City.

2.1 Demographic and Land Use Analysis - TranSystems will conduct demographic and land use/trip generators/transit supportive density analysis. It will be performed using a tool called the Transit Demand Index. The demographic, land use, and trip generator information will be combined into a Transit Demand Index to capture in a numerical summary where the greatest current demand is in the City. As part of this analysis, TranSystems will map future and current land uses based on discussions with the City’s Community Development Staff, the Chamber of Commerce, and the Visitor’s Bureau. The key map that will be produced from this effort will be a “hot spot” map identifying block groups and/or land uses that will be developed to a density that would support bus transit. This analysis will also help guide our future network plan.

2.2 – 2.3 Travel Patterns and Regional Transit Network - Some of the most valuable information in a system that is demand responsive heavy is the origin-destination for these types of riders. Mapping these locations will allow any fixed route adjustment to be compared against these “many-to-many” travel flows to encourage mode shifting onto any future fixed/flex route system. Increasing connections to transit services in nearby counties and creating better connections for Greyhound riders will create a stronger regional transit network. Supporting projects, such as park and ride lots, identification of larger equipment, enhanced technology, multimodal connections, and coordination strategies with OATS will be part of this analysis.

Deliverables: Draft and final Market Analysis report, Market Analysis presentation to the TAC

Task 3.0 Comprehensive Transit Service Analysis (TSA)

3.1 Route by Route Analysis:

3.1.1 Route Profiles - The service and ridership data during the Market Analysis will be used to create route profiles. The exact format of the route profiles will be reviewed and finalized with the TAC before beginning this task. For route-level data, the profiles are likely to include: ridership, schedule, and operating costs. The route profiles will also contain a narrative on each route, including information such as route termini, transfer points, and major generators.

3.2 Network Evaluation:

3.2.1 Route Productivity Analysis - The analysis will include a ranking of routes for each of the measures of route productivity included in the route profiles. The use of multiple measures allows the comparison of routes with very different operating characteristics. Typically, the Passengers per Vehicle Hour measure is considered most heavily in the evaluation of productivity. Routes that fare poorly in multiple measures will be identified for possible elimination, consolidation, or other modifications.

3.2.2 Running Time Analysis - Scheduled and actual running times on each route will be compared. This will be completed for each segment, as defined by the existing scheduled timepoints. Observed round trip running times for each route by time period will be compared to the round trip cycle times allowed in the schedule to determine whether existing scheduled recovery times are adequate. Routes with inadequate cycle times will be flagged for possible route or schedule modifications or restructuring with other routes.

3.2.3 Frequency Analysis - In order to determine if changes in frequency are warranted, peak loads on each route will be considered first to determine whether there is any overcrowding that could warrant an increase in frequency. Next, the benefits to passengers (in terms of decreased waiting time) of increasing frequency on each route will be weighed against the drawbacks of reducing frequency on lower ridership frequent routes. This will identify whether the existing allocation of resources is appropriate and will also identify where additional resources should be placed if they became available and where cuts would be least harmful if they became necessary.

3.2.4 Span and Coverage Analysis - The ridership and service area characteristics of the routes with extended service hours and days will be identified. Those that are not productive will be flagged for evaluation of alternatives, such as restructuring or reduced service hours. Routes with more limited service hours will be examined to determine if their ridership and service area characteristics are similar to those of routes with longer service hours. Such routes could be considered for a longer service span. Using the information assembled in the Market Analysis and the route by route analysis and network evaluation, TranSystems will develop and evaluate short term options for improving bus operations in Joplin. While the analysis will focus on improving service efficiency, enhancements to meet current unmet needs will also be considered. The impact of any changes on current ridership will be assessed.

Deliverables: Draft and final TSA report, TSA presentation to the TAC

4.0 Public Involvement and Visioning

Key stakeholders are likely to include education representatives, employers and economic development community members, transit riders, active transportation advocates, representatives of underserved, environmental justice, and LEP communities, elected/appointed officials, and others. With the community's numerous stakeholder groups in mind, we will purposefully seek input during three project phases:

Market Analysis
Visioning
Alternatives

4.1 Public Involvement during Market Analysis -We will hold a Technical Advisory Committee teleconference during the Market Analysis phase to kick-off the project and gain committee direction on the discussions we will have during interviews with targeted stakeholders. Interviewees are likely to represent major employers, educational institutions, social and human service providers, medical facilities, and more. To help identify and secure contact information for them, we will develop a robust contact list for the project. We will leverage existing JATSO and City contact lists as well as internet research to develop it. Then we will coordinate up to 25 stakeholder interviews to talk with them. The interviews will happen over the course of three consecutive days. During the interviews, we will gain a better understanding of stakeholders' views about the role of transit in Joplin and surrounding communities as well as opportunities to improve Sunshine Lamp Trolley/MAPS service. A bilingual project fact sheet and invitation will be developed for the interviews along with a list of general and specific discussion questions for Vireo facilitator use.

4.2 Visioning - Our team will utilize feedback from the interviews and other market findings to inform the Visioning phase of the project. We will specifically engage Joplin Transit staff, JATSO officials, Joplin City Council officials, Missouri Southern State University staff and student organizations, other educational institutions, external stakeholders, and the public. To ensure that Visioning phase public involvement focuses on the goals, needs, and outcomes that will inform the development of transit improvement alternatives in the third phase of the project (Alternatives), Vireo will coordinate one Visioning Session.

During the first portion of the Visioning Session, participants will listen to a short presentation and provide feedback via live polling. Then we will organize them into small groups wherein consultant team facilitators will lead them through a consensus-building exercise that builds upon the market analysis and references the live polling results.

We will develop a bilingual press release and an e-blast campaign to help announce the Visioning Session to invitees and others. The City should use its social media feeds to provide additional notices. To reach younger generations, busy families, and those unable to attend the session, we will develop an online survey via Digicate® or Survey Monkey. The survey will include content and questions similar to those presented at the meeting. The survey will be available in print and digital formats (English and non-English).

After the community Visioning Session, we will hold a follow-up meeting with the Technical Advisory Committee via teleconference. The meeting will enable the consultant team and Transit Division to gather feedback about session outcomes and obtain direction for the transit alternatives.

4.3 Public Involvement during Alternatives Analysis - Gathering significant customer and stakeholder input will be the focus of the public involvement efforts in the Alternatives phase of the project. A third Technical Advisory Committee teleconference will kick it off. The meeting will help guide alternative development and choice of public involvement strategies for the phase. Engagement strategies for the Alternatives phase are likely to incorporate mobile-friendly tools. For example, text message alerts, other on-board survey tools, and social media (Facebook Lives and more) may be used. We will use the tools to help gather feedback about the

transit improvement alternatives in light of potentially recommended routes, stops, frequencies, headways, and/or other features.

In addition, we will organize one public open house and a series of up to four “pop-up” or bus stop meetings to occur on a single day. The meetings will be held within a combination of transit-dependent, vulnerable population neighborhoods (based on levels of poverty and educational attainment), and/or around the locations of current or future transit hubs. We will schedule them to occur during the times of day when the locations are most active.

As with the Visioning Session, we will develop a bilingual press release and an e-blast campaign to help announce the meetings. The City should use its social media feeds to provide additional notices. Additionally, the Project Team may coordinate with the City to place large and easily removable on-the-ground graphics (reverse graffiti) or colorful posters at identified bus stops and hubs (current and/or future) to help announce the meetings. After the meetings, we will hold a fourth and final Technical Advisory Committee teleconference to gather consensus on the preferred transit improvement alternative.

Deliverables: Public Involvement Plan and Summary of Public Involvement Activities

Task 5.0: Service Design Guidelines

5.1 Review Outcomes of Previous Tasks - Ongoing evaluation of route performance is essential for a transit system to keep up with ever-changing demand. The measures used in the route productivity analysis performed in the TSA task as well as the results of the Visioning task will be used as a starting point in determining which performance measures to move forward with in order to develop service design guidelines. Once the baseline service design guidelines are established and weighted, a recommendation will be made on how to apply these guidelines going forward, for development of these standards for new types of routes and/or for routes undergoing a trial period after implementation. TranSystems will assist Transit Division staff in developing route-level thresholds to indicate when corrective action is necessary and to flag shifts in ridership patterns that might indicate that adjustments are needed. Different thresholds may be appropriate for different time periods and route types. A menu of possible corrective actions will also be identified including guidelines on the types of situations in which each possible corrective action would be appropriate (for example, a reduction in frequency might be called for on a more frequent low productivity route, while a less frequent route might need a shortened span or combination with another route).

Other aspects of the service design guideline development will include ridership standards for the appropriate service spans and for both bus shelter location and the correct spacing for bus stops. The latter will also be dependent on the population and/or employment density within a ten minute walk of the potential stop and any nearby ridership generators.

The team will also identify a process by which the recommended ongoing service evaluation can take place. The result of this task will be a set of measures and threshold values, a methodology for using the data that is collected to calculate the measures for each route, a menu of possible corrective actions, and a process for carrying out the evaluation.

Deliverables: Draft and final service design guidelines

Task 6.0 Alternatives Analysis

6.1 Development of Alternatives – TranSystems will develop alternatives and service strategies which could include adding new service, reducing or eliminating service, restructuring routes, and enhancing service coordination. Service delivery options such as general public demand response service, flex route services, express services, and high capacity services will be reviewed. As part of this task, new connections to intercity services will be identified. The need for new or expanded transit facilities, including park and ride facilities and

transit centers will also be identified. These service alternatives will address the changes in population, employment centers, and activity centers. Future services will be identified to support the growth and changes in density in the City and address the need to serve underserved or unserved areas. New services or modes to address “last mile” connections will also be addressed.

6.2 and 6.3 Customer and Stakeholder Input and Evaluation of Alternatives - Working with Transit Division staff, TranSystems will evaluate and select the service alternatives developed in the previous tasks. Criteria for ranking the alternatives will be based on the priorities developed during the Visioning process and customer and stakeholder input. For each recommended improvement, basic operational parameters, such as days and hours of service, cycle time, headway, and vehicle requirements will be specified. Additional operational parameters will be specified so that net annual operating costs can be estimated. All of this information will be fed into the short, medium, and long term plans. This will include both total and net increases/decreases in Revenue trips, Revenue hours, Operating Costs, Ridership and Farebox revenue. These parameters will be used to calculate cost-effectiveness measures,

Deliverables: Draft and final alternative recommendations, Alternatives presentation to the both the public and TAC

Task 7.0 Plan Development – Short, Medium and Long Term Plans

7.1 – 7.2 The Short and Medium Term Service Plan - TranSystems will conduct a financial analysis based on the existing and proposed transit services to identify capital and operating funding needs for both the Sunshine Lamp Trolley and the MAPS service. As part of this exercise, the Project Team will develop an approach for prioritizing and selecting projects based on the vision and financial constraints related to federal and state grant programs. The short term service plan will assume that the changes will be implemented in the next year; the medium term in the next five years; and the long term in the next 10 years.

7.3 Long Term Service Plan – This Plan will be developed with aspirational goals identified in the Visioning task, rather than constrained to the more day to day operational challenges of transit operations. This service expansion plan will focus more on new fixed or flex route services that will create a fully functional regional route network. In addition, technological improvements for both the MAPS and Sunshine Lamp Trolley service will accompany the expansion plan. These will focus on the areas of real time information; fare payment; reservations on the MAPS system; and partnerships with TNCs to supplement the public transit service.

Based on the preferred alternative developed as part of the Alternatives task, as well as the existing condition of the system, capital and operating costs will be identified for each plan time horizon. The estimates will be based on industry standards and/or information from the City.

7.4 Fare Study - Based on a peer review of five similar agencies TranSystems will determine whether Joplin’s fares are competitive. Different fare structures will be modeled to determine the elasticity of the underlying ridership demand is. As part of this exercise, a target farebox recovery ratio will be established to help match the fares collected with the service provided.

The culmination of this information will result in a spreadsheet showing projected capital and operating costs to maintain or expand the system. The costs will be shown as either current “baseline” services or new/expanded services and be collated into a transit funding resources report. Revenue projections based on expected federal, state, and local government, private investment, not-for-profit expense sharing, and farebox revenue will be estimated.

A transit sustainability funding plan will then outline how to fund it all. The plan will assess how to increase funding from existing sources as well as explore new resources. This may involve regional entities not currently funding transit and may be dependent on expanding transit service beyond the City’s boundaries. Any plan will

include outreach campaigns, development of new regional partnerships (both public and private), and be based on the service levels desired in the long term master plan.

Deliverables: Capital and Operating Costs Spreadsheet, Draft and final plans including transit sustainability funding plan.

SCHEDULE

Project Tasks		2018																							
		Nov		Dec		Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov	
1.0	**Project Administration**																								
1.1	Project Kick-Off																								
1.2	Project Management																								
2.0	**Market Analysis**																								
3.0	**Comprehensive TSA**																								
4.0	**Visioning**																								
4.1	Create Contact List																								
4.2	Technical Advisory Committee																								
4.3	Stakeholder Interview (Up to 25)																								
4.4	Visioning Session																								
4.5	Bus Stop Meeting (Up to 4)																								
4.6	Public Open House (1)																								
4.7	Emailing Marketing (2)																								
4.8	Text Message Alerts (1)																								
4.9	Digicate or Survey Monkey Opinion Surveys (2)																								

4.10	Press Release (2)																									
5.0	**Service Design Guidelines**																									
6.0	**Alternative Analysis**																									
7.0	**Plan Development**																									

FEE

		$241.68	$193.75	$205.41	$132.56	$98.15	$130.39	$96.03	$70.21			
		Shawn Turner (Principal)	Sarah Frost (Project Manager)	Gina Trimarco (Senior Planner)	Andrew Parker (Planner III)	Deanne Winkelmann (Planner II)	Zach Balassone (Planner III)	Triveece Penelton	Lauren Cano	Labor - TranSystems	Labor -Virero	Labor - Total
1.0	**Project Administration**	12	16	8	0	0	0	0	0	$7,643	$0	$7,643
1.1	Project Kick-Off	8	8	8						$5,127	$0	$5,127
1.2	Project Management	4	8							$2,517	$0	$2,517
2.0	**Market Analysis**	0	32	0	64	24	0	0	0	$17,039	$0	$17,039
2.1	Demographics and Land Use		4		8					$1,835	$0	$1,835
2.2	Travel Patterns		4		8					$1,835	$0	$1,835
2.3	Regional Transit Network		4		8					$1,835	$0	$1,835
2.4	Service Congruency and Adequacy		4		8					$1,835	$0	$1,835
2.5	Stakeholder Input		4		8	8				$2,621	$0	$2,621
2.6	Comparative Analysis		4		8	8				$2,621	$0	$2,621
2.7	Deliverable: Market Analysis		8		16	8				$4,456	$0	$4,456
3.0	**Comprehensive Transit Service Analysis**	0	24	12	56	12	24	0	0	$18,845	$0	$18,845
3.1	Route By Route Analysis		8	4	16	4	8			$5,928	$0	$5,928
3.2	Network Evaluation		8	4	16	4	8			$5,928	$0	$5,928
3.3	Deliverable: Transit Service Analysis		8	4	24	4	8			$6,989	$0	$6,989
4.0	**Visioning**	0	100	0	0	24	0	246	100	$21,731	$30,644	$52,375
4.1	Create Contact List		8			4		16	32	$1,943	$3,783	$5,726
4.2	Technical Advisory Committee		8			4		8		$1,943	$768	$2,711
4.3	Stakeholder Interview (Up to 25)		40			4		50	8	$8,143	$5,363	$13,506
4.4	Visioning Session		8			4		50	8	$1,943	$5,363	$7,306
4.5	Bus Stop Meetings (Up to 4)		24			4		25	14	$5,043	$3,384	$8,426
4.6	Public Open House (1)		8			4		25	14	$1,943	$3,384	$5,326
4.7	Emailing Marketing (2)							16	8	$0	$2,098	$2,098
4.8	Text Message Alerts (1)							16		$0	$1,536	$1,536
4.9	Digicate or Survey Monkey Opinion Surveys (2)							32	16	$0	$4,196	$4,196
4.10	Press Releases (2)		4					8		$775	$768	$1,543
5.0	**Service Design Guidelines**	0	16	8	40	8	0	0	0	$10,831	$0	$10,831
5.1	Review Outcomes of Previous Tasks		8	4	16					$4,493	$0	$4,493
5.2	Deliverable: Service Design Guidelines		8	4	24	8				$6,338	$0	$6,338
6.0	**Alternatives Analysis**	0	12	6	76	0	0	0	0	$13,632	$0	$13,632
6.1	Development of Alternatives		4	2	24					$4,367	$0	$4,367
6.2	Customer and Stakeholder Input				4					$530	$0	$530
6.3	Evaluation and Selection of Alternatives		4	2	24					$4,367	$0	$4,367
6.4	Deliverable: Service Alternatives for Stakeholder Input		4	2	24					$4,367	$0	$4,367
7.0	**Plan Development**	0	12	6	72	6	0	0	0	$13,691	$0	$13,691
7.1	Short Term Service Plan		4	2	24	2				$4,564	$0	$4,564
7.2	Medium Term Service Plan		4	2	24	2				$4,564	$0	$4,564
7.3	Long Term Service Plan		4	2	24	2				$4,564	$0	$4,564
		12	212	40	308	74	24	246	100	$103,413	$30,644	$134,057
										$2,944	$4,400	$7,344
									Total Project Cost	$106,357	$35,044	$141,401

FTA Clauses (Exhibit B)
Professional Services Purchase $100,000 or greater

By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, The City of Joplin may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to The City of Joplin if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact The City of Joplin for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by The City of Joplin.

The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, The City of Joplin may pursue available remedies including suspension and/or debarment.

> “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction”

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its “principals” [as defined at 49 C.F.R. 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in

part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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 Requirements- (1) Nondiscrimination-In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. (2) Equal Employment Opportunity-The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex-In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, 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. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age-In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 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 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. 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.

Clean Air- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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.

Clean Water- (1) The Contractor agrees to comply with all applicable standards, orders or regulations

issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 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).

_____Signature of Contractor's Authorized Official

_____Name and Title of Authorized Official

_____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, _____, 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.
_____Signature of Contractor’s Authorized Official

_____Name and Title of Authorized Official_Date_____

COUNCIL BILL NO. 2018-158 **ORDINANCE NO**.

AN ORDINANCE approving the contract between the City of Joplin, Missouri and Transystems Corporation in the not to exceed amount of One Hundred Forty-One Thousand Four Hundred One dollars and No/100 ($141,401.00) for engineering services associated with Transit System Service Evaluation and Short, Medium, and Long-Term Transit Planning Assistance for the Sunshine Lamp Trolley and MAPS Transit systems; and amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018; and, containing an emergency clause.

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

Section 1. That the Agreement with Transystems Corporation. in the not to exceed amount of One Hundred Forty-One Thousand Four Hundred One No/100 dollars ($141,401.00) for engineering services associated with the Transit System Service Evaluation and Short, Medium, and Long-Term Transit Planning Assistance for the Sunshine Lamp Trolley and MAPS Transit systems, 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, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That fiscal year 2018-2019 budgeted appropriations as adopted by Ordinance 2018-145 be amended by increasing appropriations by the total amount of One Hundred Forty-One Thousand Four Hundred One Dollars and No/100 ($141,401.00).

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

Section 5. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from Account Number 140-5002-530-8015 Project GSTP01.

Section 6. That this Ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance relates to a for public improvement and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2018, by a vote of_____.

Gary L. Shaw, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

ECONOMIC SECURITY CORPORATION

FOR
2018 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2018 by and between the City of Joplin (herein called the "Grantee") and Economic Security Corporation (herein called the "Recipient").

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

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

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

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2018 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

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

General Administration

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

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of

slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

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

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

C. Levels of Accomplishment – Goals and Performance Measures

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

D. Staffing

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

Staff Member & Title	General Program Duties	Time Allocation
Tammy Walker	Oversight and Reporting	N/A
Shonna Greninger	Housing Resource Coordinator	

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

D. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2018 and end on the 31st day of December of 2019.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-17-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($25,000.00) will be reimbursed for items related to the operation of the Housing Connect (Coordinated Entry) Program.

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

IV. PAYMENT

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

Twenty Five Thousand Dollars and no cents $ 25,000.00

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

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

V. NOTICES

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

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

Grantee	Recipient
Name: Troy Bolander	Name: John Joines
Title: Director of Planning, Development And Neighborhood Services	Title: Chief Executive Officer
Grantee: City of Joplin	Recipient: Economic Security Corporation
602 S. Main Street	302 S Joplin
Joplin, Missouri 64801	Joplin, Missouri 64801
Phone: (417) 624-0820	Phone: 417 782-4453
Fax: 1-417-625-4738	Fax: 417-7825-1690

VI. SPECIAL CONDITIONS

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

VII. GENERAL CONDITIONS

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

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

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

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and OMB Circular A-133.(A-133 Audit required if the Recipient receives $500,000 or more in federal funds)

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

E. Use and Reversion of Assets

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

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

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

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

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and

local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

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

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

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

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

neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

b. Notifications

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

c. Subcontracts

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

4. Federal Work Authorization Program "FWAP"

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or

have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

E. Other provisions

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

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and

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

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

____ Day of _____, 2017

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

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

Economic Security Corporation

_____

Name: John Joines, Chief Executive Officer

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

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

_____
Affiant

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

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2018-415 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2018 CDBG public service grant funds; authorizing the City Manager, to execute same on behalf of the City.

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

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

Section 1. That an Agreement between the City of Joplin, Missouri, and Economic Security Corporation is entered into that describes the expenditure of 2018 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

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

Section 3: That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN COUNCIL AGENDA ITEM

ITEM:
Council Bill 2018-415 – approving a public service agreement between The City of Joplin and Economic Security Corporation to fund the Coordinated Entry Program.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
November 19, 2018

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance- Leslie Haase, City Attorney- Peter Edwards, City Manager-Sam Anselm.

SUMMARY;
The following agreement is between the City of Joplin and Economic Security Corporation for 2018 Community Development Block Grant funds.

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

FUNDING SOURCE
This Council Bill provides Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) from Community Development Block Grant B18MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2018 Action Plan.

Staff recommends approval of this Council Bill on an Emergency basis; being an ordinance within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage.

ATTACHMENTS
CB2018-415 Ordinance; Coordinated Entry Agreement