INFORMAL AGENDA

Sept. 24, 2012

5:15 p.m.

1. Discussion to hold "Scare Faire" at Dover Hill during the month of October.
2. Discussion of Consent to Collateral Assignment – Wallace Bajjali.
3. Discussion of housing needs.
4. Discussion of City surplus property for annual auction
5. Any other business

CONSENT TO COLLATERAL ASSIGNMENT OF
MASTER PREDEVELOPMENT AGREEMENT AND LAND BANKING AGREEMENT

THIS CONSENT TO COLLATERAL ASSIGNMENT OF MASTER PREDEVELOPMENT AGREEMENT AND LAND BANKING AGREEMENT (this "Consent") is made and entered into effective as of September 5, 2012, by the CITY OF JOPLIN, MISSOURI (the "City of Joplin") and the JOPLIN REDEVELOPMENT CORPORATION, INC., an urban redevelopment corporation organized under the Missouri Urban Redevelopment Corporations Law (the "JRC") in favor of NEW PRIME, INC., a Missouri corporation d/b/a PRIME, INC. ("Lender").

RECITALS

A. WALLACE BAJJALI DEVELOPMENT PARTNERS, L.P., a Texas limited partnership ("Borrower"), the City of Joplin and the JRC are parties to a certain Master Predevelopment Agreement dated as of July 2, 2012 (together with any extensions, modifications, amendments and renewals, the "Predevelopment Agreement").

B. The Borrower and the JRC are parties to a certain Land Assemblage, Disposition and Management Services Agreement dated August 20, 2012 (together with any extensions, modifications, amendments and renewals, the "Land Banking Agreement").

C. The Borrower has obtained a line of credit from Lender (the "Working Capital Loan") for the purpose of providing working capital to the Borrower to, in part, enable the Borrower to pursue and fulfill its obligations under the Predevelopment Agreement and the Land Banking Agreement for the Redevelopment Project.

D. As collateral for the Working Capital Loan, the Borrower has assigned its right, title and interest in the Financial Rights under the Master Predevelopment Agreement and Land Banking Agreement as set forth in in detail under the Collateral Assignment of Master Predevelopment Agreement and Land Banking Agreement dated as of this September 1, 2012 between Borrower and Lender (the "Collateral Assignment"). A copy of the Collateral Assignment is attached hereto as Exhibit A and incorporated herein by reference.

E. The City of Joplin and the JRC desire to consent to the assignment by Borrower of its right, title and interest in the Financial Rights under the Master Predevelopment Agreement and Land Banking Agreement in favor of Lender pursuant to the terms of the Collateral Assignment.

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Joplin and the JRC state as follows:

1. Defined Terms. All terms not otherwise defined hereunder shall have such meanings as set forth in the Collateral Assignment.

2. Financial Rights. For purposes of this Consent, the term "Financial Rights" shall mean:

a. Development Fees, Owner's Representative Fees, reimbursement for Pursuit Costs and termination fees and any other consideration which may become due and payable to the Borrower under the Predevelopment Agreement, including but without limitation all such rights, interests, claims, causes of action, remedies, entitlements, benefits and rights to payment; and

b. Transfer Fees, Management Fees, Transfer Services Reimbursements and any other consideration which may become due and payable to the Borrower under the Land Banking Agreement, including but without limitation all such rights, interests, claims, causes of action, remedies, entitlements, benefits and rights to payment.

3. Consent – City of Joplin. The City of Joplin hereby (i) consents to the Borrower's collateral assignment in favor of Lender of the Borrower's right, title and interest in the Financial Rights under the Predevelopment Agreement pursuant to the terms and scope of the Collateral Assignment; and (ii) if Lender exercises its rights and remedies under the Collateral Assignment, the City of Joplin agrees to honor and accept the assignment of the Financial Rights in favor of and for the benefit of the Lender.

4. Consent – JRC. The JRC hereby (i) consents to the Borrower's collateral assignment in favor of Lender of the Borrower's right, title and interest in the Financial Rights under the Predevelopment Agreement and the Land Banking Agreement pursuant to the terms and scope of the Collateral Assignment; and (ii) if Lender exercises its rights and remedies under the Collateral Assignment, the JRC agrees to honor and accept the assignment of the Financial Rights in favor of and for the benefit of the Lender.

5. Lender's Right to Receive Notice of Borrower Default. The City of Joplin and the JRC shall, contemporaneously with any notice to Borrower, transmit to Lender a copy of any written notice or statement of default under the Predevelopment Agreement or the Land Banking Agreement transmitted to Borrower.

6. Lender's Right to Cure Borrower Default. If any breach or default on the part of the Borrower occurs under the Redevelopment Agreement or the Land Banking Agreement and the Borrower fails to cure the same within any applicable cure or grace period (any such uncured breach or default being referred to herein as a "Borrower Default"), Lender shall have the right, but not the obligation, to cure or cause the cure of such Developer Default on the same terms and under the same conditions as Developer under the Redevelopment Agreement or the Land Banking Agreement.

7. Representations and Covenants. The City of Joplin and the JRC each respectively represents and covenants to and for the benefit of Lender that:

a. True, correct and complete copies of the Redevelopment Agreement and Land Banking Agreement are attached to the Collateral Assignment as Exhibit A and Exhibit B, respectively, and represent the valid, binding and enforceable obligations of the City of Joplin and the JRC, pursuant to their respective terms.

b. To the best knowledge of the City of Joplin and the JRC, the Borrower is not in default under the Redevelopment Agreement or the Land Banking Agreement.

c. They will not, without the prior written consent of Lender, amend or modify the Redevelopment Agreement or the Land Banking Agreement.

8. Direction of Payment – Financial Rights.

a. The City of Joplin and the JRC each acknowledge that, pursuant to the Collateral Assignment and as security for the Working Capital Loan, the Borrower has authorized and instructed the City of Joplin and the JRC that all payments of the Financial Rights which become due to Borrower under the Predevelopment Agreement and/or the Land Banking Agreement shall

be paid into the following account in the name of and for benefit of the Borrower (the "Cash Management Account"):

Receiving Bank:	Bank of America
ABA (for ACH):	011900254
ABA (for wires):	026009593
Account No.:	009427761125
Reference:	New Prime, Inc.

b. The City of Joplin and the JRC further acknowledge and agree and irrevocably direct, that all payments of Financial Rights which become due to Borrower under the Redevelopment Agreement and/or the Land Banking Agreement shall be paid directly to the Cash Management Account for application by the Lender in accordance with the Working Capital Loan.

c. Each payment by the City of Joplin and/or the JRC of Financial Rights into the Cash Management Account shall be deemed a payment of the Financial Rights to Borrower under the Redevelopment Agreement and/or the Land Banking Agreement.

9. Severability. In the event any provision of this Consent is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Consent shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10. Assignment. This Consent is for the benefit of the parties hereto and their respective designees, successors and assigns.

11. Entire Agreement. This Consent is intended by the parties as a final expression of this Consent and is intended as a complete and exclusive statement of the terms and conditions thereof.

12. Governing Law. This Consent shall be governed by and construed under the internal laws of the State of Missouri.

13. Recitals. The Recitals set forth above are incorporated herein by this reference.

14. Counterparts. This Consent may be executed in any number of counterparts and delivered by facsimile or PDF transmission, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon all of the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed as of the date set forth above.

CITY OF JOPLIN, MISSOURI

By: _____
Name: _____
Title: _____

JOPLIN REDEVELOPMENT CORPORATION, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

COLLATERAL ASSIGNMENT OF MASTER PREDEVELOPMENT AGREEMENT AND LAND BANKING AGREEMENT

COUNCIL AGENDA

September 24, 2012

6:00 P.M., Council Chambers

General Council Members
Mike Woolston
Morris Glaze
Bill Scearce
(Mayor ProTem)
Jack Golden
Trisha A. Raney

MAYOR
Melodee Colbert-Kean

Zone Council Members
Gary Shaw
Melodee Colbert-Kean
Dr. Benjamin D. Rosenberg
Michael Seibert

1. **Call to Order**
   Invocation
   Pledge of Allegiance

2. **Roll Call**

3. **Presentations**

4. **Finalization of Consent Agenda**

5. **Reports and Communications**

6. **Citizen Requests and Petitions**

7. **Public Hearings**
   Public Hearing Procedures

8. **Consent Agenda**
   1. Minutes of the September 5, 2012 Council Meeting

   2. COUNCIL BILL NO. 2012-304 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-3 and including in District C-3 property as described below and located on the south side of Highway 171 and Dennis Weaver Drive in the City of Joplin, Jasper County, Missouri.

   3. COUNCIL BILL NO. 2012-305 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from

Anyone wishing to address the Council should step to the Podium and state their 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 minutes.

Sound enhancement units are available for hearing impaired customers. You will be asked to provide a form of identification as security, which will be returned when you return the unit.
If you are in need of disability related auxiliary aids or services, contact the City Clerks Office at (417) 624-0820 ext. 220. Forty-eight hours notice is requested.

District C-0 and including in District C-1 property as described below and located at 3010 Connecticut Avenue in the City of Joplin, Jasper County, Missouri.

4. AMENDED COUNCIL BILL NO. 2012-307 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 PD property as described below and located at 5227 Hearnes Boulevard and adjacent properties in the City of Joplin, Newton County, Missouri.

9. Resolutions

10. Ordinances – Emergency

1 COUNCIL BILL NO. 2012-154 - AN ORDINANCE approving the agreement between the City of Joplin and Sage Valuations in the amount of Twenty-Three Thousand Two Hundred Fifty and No/100 Dollars ($23,250.00) for appraisal services for the 26th Street Widening Project from Maiden Lane to Schifferdecker Avenue and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

2.COUNCIL BILL NO. 2012-155 - AN ORDINANCE approving an agreement between the City of Joplin and LSA Appraisal Services in the amount of Sixteen Thousand Eight Hundred and No/100 Dollars ($16,800) for review appraisal services for the 26th Street Widening Project from Maiden Lane to Schifferdecker Avenue and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

3.COUNCIL BILL NO. 2012-156 - AN ORDINANCE approving an agreement between the City of Joplin and Sage Valuations in the amount of Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00) for appraisal services for the Schifferdecker Widening Project from 7th to 32nd Street and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

4.COUNCIL BILL NO. 2012-157 - AN ORDINANCE approving an agreement between the City of Joplin and LSA Appraisal Services in the amount of Ten Thousand and No/100 Dollars ($10,000) for review appraisal services for the Schifferdecker Widening Project from 7th to 32nd Street and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

5.COUNCIL BILL NO. 2012 – 158 - AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 2304 Iron Gates in the City of Joplin, Missouri, for the amount of Two Thousand Two Hundred and 00/100 Dollar ($ 2,200.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

6.COUNCIL BILL NO. 2012-159 - AN ORDINANCE approving the purchase of right of way at 1617 W. 10th Street, consisting of Part of Misc. Tract Ten in Section 9, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Five Hundred Thirty-Five and 00/100 dollars ($535.00) and containing an emergency clause.

7.COUNCIL BILL NO. 2012- 161 - AN ORDINANCE approving an agreement between the City of Joplin and Sprenkle and Associates, Inc., in the amount not to exceed Forty Thousand Nine Hundred Ninety and No/100 Dollars ($40,990.00) for right of way negotiation services for the 26th Street Widening Project from Maiden Lane to Schifferdecker Avenue and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

8.COUNCIL BILL NO. 2012-162 - AN ORDINANCE approving an agreement between the City of Joplin and Sprenkle and Associates, Inc., in the amount not to exceed Twenty Two Thousand Three Hundred and No/100 Dollars ($22,300.00) for right of way services for the Schifferdecker Widening Project from 7th to 32nd Street and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

9.COUNCIL BILL NO. 2012 -164 - AN ORDINANCE approving the City of Joplin to enter into an Agreement with Big John's Heavy Equipment to provide professional services for Asbestos Contaminated Structural Demolition and Debris Removal in the amount of Ninety Four Thousand Eight Hundred and No/100 Dollars ($94,800.00) and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

10.COUNCIL BILL NO. 2012-453 - AN ORDINANCE approving a contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing August 10, 2012 and running through June 30, 2013, for the amount of Thirty Nine Thousand, One Hundred Ninety-Eight Dollars and no cents ($39,198.00), to enable the Health Department to provide Regional Public Health Emergency Planning and Preparation services; authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and further authorizing the City Manager to execute an agreement by and between the City and Jasper County, Missouri to conduct such activities; and containing an emergency clause.

11. COUNCIL BILL NO. 2012-511 - AN ORDINANCE amending the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri as adopted January 5, 2009, effective January 31, 2009, as requested by the Internal Revenue Service for issuance of a favorable determination letter regarding the tax qualified status of the Plan; and containing an emergency clause.

12. COUNCIL BILL NO. 2012-622 - AN ORDINANCE authorizing and approving the City to purchase a Heavy Rescue Apparatus from Pierce Manufacturing, Inc., for the amount of Two Hundred Ninety Six Thousand, Sixty-Three Dollars, Zero Cents ($296,063.00); authorizing the City Manager to execute a Purchase Order by and on behalf

of the City of Joplin; and, containing an emergency clause.

13. COUNCIL BILL NO. 2012-623 - AN ORDINANCE approving a contract for Architectural services by and between the City of Joplin, Missouri, a Municipal Corporation, and Paragon architecture and CR Architecture and design, for the architectural and engineering services for the construction of a Fire Station on real estate located generally at West 13th street and Schifferdecker Avenue; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

14. COUNCIL BILL NO. 2012-624 - AN ORDINANCE approving a contract for Architectural services by and between the City of Joplin, Missouri, a Municipal Corporation, and Sapp Design Associates Architects, for the architectural and engineering services for the construction of a Fire Station at 3400 S. Hearns Blvd. on real estate located generally at 3400 S. Hearnes Boulevard; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1.Declare excess surplus property for the annual auction.

Notice posted at 4:30 p.m. on this the 20th day of September, 2012. (RSMo 610.020)

INFORMAL NOTES

September 4, 2012

Discussion of Community Grant Funds to be used to support the MSSU Athletic Director hosting of NCAA Division II Regional & National Cross-Country Events MSSU	Patrick Tuttle, CVB Director, discussed with Council the use of Grant funds to be used for athletic events at MSSC. Council consented stating it would be a huge draw for the community.
Appointments to Boards & Commissions	The following were appointed to Boards and Commissions: Board of Adjustments – Jonathan Gatz; Conventions and Visitors Bureau – Rob Lowrance; Personnel Board – Michelle Stadler; Planning and Zoning – Kennan Cortez; and Solid Waste – Christina Williams.
Any other business Paperless packets for Council	Bill Scearce discussed the idea of Council going paperless. With this packet generating 263 pages and the clerk's office producing 16 sets of books each council meeting. He said do the math - that's 10 reams of paper. Mr. Scearce feels it is time to go paperless. He would like to see the Council having I Pads. All we'll need is an agenda. Mark Morris can load the I Pads and they can be delivered on Thursday. Dr. Rosenberg mentioned he has appreciated receiving all the minutes via email so he can read them at night and added he appreciated receiving them in a timely manner. The Mayor asked the City Clerk to do a cost comparison vs. copying ongoing paperless.
Lager's Annual Meeting	The annual meeting of the Lagers Conference will be held in Springfield, Missouri October 25 & 26, 2012. A representative or two of the City Council is asked to attend. Please let the City Clerk know if you are interested in attending.
Softball Tournament successful	Mr. Golden complimented Chris Cotton's crews of the Parks Department for the care and upkeep of the softball fields from the tournaments past weekends. He indicated a lot of people were in the area and the fields really looked great.
Joe Becker turning 100	Mr. Shaw reported he saw Warren Turner and Warren said next year 2013 Joe Becker stadium turn 100 years old.
Mr. & Mrs. Shaw's 50th	Dr. Rosenberg complimented Mr. Shaw and Kathy on their 50th wedding anniversary.

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES September 4, 2012

CALL TO ORDER

The regular meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Melodee Colbert-Kean

ROLL CALL – All were present

INVOCATION - read by City Attorney, Brian Head

FLAG SALUTE – led by Dr. Rosenberg

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

Public Hearing Procedures read by City Clerk Barbara Hogelin

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

ACTION

PUBLIC HEARING for COUNCIL BILL NO. 2012-304

Mayor Colbert-Kean opened the Public Hearing

Dwight Douglas, 6126 Highland Dr, Joplin MO, appeared in favor of this item.

No one appeared against the item.

The Public Hearing was closed.

Mr. Scearce introduced Council Bill No. 2012-304. Motion by Mr. Scearce, Second by Mr. Golden, to Place Council Bill No. 2012-304 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO. 2012-304

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-3 and including in District C-3 property as described below and located on the south side of Highway 171 and Dennis Weaver Drive in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2012-305

Mayor Colbert-Kean opened the Public Hearing

David Sweeney, 2710 E. 15th, appeared in favor of this request.

No one appeared against the item.

The Public Hearing was closed.

Mr. Seibert introduced Council Bill No. 2012-305. Motion by Mr. Seibert, Second by Mr. Glaze, to Place Council Bill No. 2012-305 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO. 2012-305

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-0 and including in District C-1 property as described below and located at 3010 Connecticut Avenue in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for SPECIAL USE PERMIT located northwest of Hidden Hills Subdivision, in the City of Joplin, Newton County, Missouri.

Mayor Colbert-Kean opened the Public Hearing

Tina Gaines, 931 E. 4th, Empire Dist. Electric, appeared in favor of this request, asking to table until the October 1, 2012.

Jean Mauldin, 6101 Scenic Ave, appeared in opposition to this request stating she has gone through zoning ordinances and feels other locations could be considered.

Rodney Lewis, 2013 Highlander Drive, appeared in opposition to this request. He feels it will impact the property valuation.

Janet Kervian, 2012 Highland Drive, appeared in opposition to this request, She stated while some may choose to speak tonight, some might wait to speak until the next public hearing. She did appreciate the answers she received from all the phone calls she has been making here to the city.

Cecilia Marchall, 6130 W. Highlander Drive, appeared in opposition to the request. She stated she had concerns about the noise of one or more of the transformers. She also had concerns about the one way in and one way out and the theft of copper wire.

Mr. Seibert asked for additional access in the area to try to come up with an additional entrance to alleviate the flow of traffic.

The Public Hearing was closed.

Mr. Scearce introduced Resolution No. 2012-023. Motion by Mr. Scearce, Second by Mr. Golden, to Table Resolution No. 2012-023. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

RESOLUTION NO. 2012-023 – was TABLED.

A RESOLUTION granting a Special Use Permit (First Request) to Empire District Electric Company for an electrical substation located northwest of Hidden Hills Subdivision, in the City of Joplin, Newton County, Missouri.

PUBLIC HEARING FOR COUNCIL BILL NO. 2012-306.

Mayor Colbert-Kean opened the Public Hearing

No one appeared for or against the item.

The Public Hearing was closed.

Mr. Shaw introduced Council Bill No. 2012-306. Motion by Mr. Shaw, Second by Mr. Golden, that Council Bill No. 2012-306 be Stricken from the Agenda. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

COUNCIL BILL NO. 2012-306 was STRICKEN from the AGENDA

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1and including in District C-1-PD property as described below and located at the northeast corner of St. Louis Avenue and Zora Street in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING FOR COUNCIL BILL NO. 2012-307.

Mayor Colbert-Kean opened the Public Hearing

Tyler Peck, H-Design Group, 5051 S. National Springfield, Missouri, appeared on behalf of this request.

No one appeared for or against the item.

The Public Hearing was closed.

Mr. Scearce introduced Council Bill No. 2012-307. Motion by Mr. Scearce, Second by Mr. Glaze, that Council Bill No. 2012-306 be Amended to District C-1-PD. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Motion by Mr. Scearce, Second by Mr. Glaze, that Amended Council Bill No. 2012-306 be Placed on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being AMENDED COUNCIL BILL NO. 2012-307

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1and including in District C-1 PD property as described below and located at 5227 Hearnes Boulevard and adjacent properties in the City of Joplin, Newton County, Missouri.

The following properties were read as Public Hearings.

Case 075-12 - A PUBLIC HEARING to declare excess property on an approximately 6,037 square foot lot located at 2329 Connecticut Avenue

Case 076-12 - A PUBLIC HEARING to declare excess property on an approximately 4,725 square foot lot located at 2934 Connecticut Avenue

Case 078-12 - A PUBLIC HEARING to declare excess property on an approximately 7,860 square foot lot located at 2401/2403 Connecticut Avenue

Case 079-12 - A PUBLIC HEARING to declare excess property on an approximately 7,500 square foot lot located at 1123 Porter Avenue

Case 080-12 - A PUBLIC HEARING to declare excess property on an approximately 6,000 square foot lot located at 2729 South Joplin Avenue

Case 081-12 - A PUBLIC HEARING to declare excess property on an approximately 6,000 square foot lot located at1402 South Ohio/1402 ½ West 14th Street

Case 082-12 - A PUBLIC HEARING to declare excess property on two lots totaling approximately 26,160 square feet located at 1831 East 20th Street and 1914 Connecticut Avenue

Case 083-12 - A PUBLIC HEARING to declare excess property on an approximately 6 acre lot located near 32nd Street and Oliver

Case 084-12 - A PUBLIC HEARING to declare excess property on an approximately 6,250 square foot lot located at 1408 South Jackson Avenue

Motion by Mr. Glaze, Second by Mr. Scearce, to approve the declared excess property on all cases **except** 073-12, 074-12 and 077-12, and to Strike those Case numbers from the Agenda. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

CONSENT AGENDA APPROVED - Motion by Mr. Shaw Second by Mr. Glaze, to Approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Minutes of the August 20, 2012 Council Meeting

COUNCIL BILL NO. 2012-013- AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein. Ordinance No. 2012-135

COUNCIL BILL NO. 2012-014 - AN ORDINANCE amending Chapter 114, Traffic, Article I, In General, Section 114-15, Financial Responsibility, of the Joplin City Code, by repealing Section 114-15 of the Joplin City Code, Financial Responsibility, and enacting a new Section 114-15 in lieu thereof. Ordinance No.2012-136

COUNCIL BILL NO. 2012-147-AN ORDINANCE approving Change Order Agreement by and between the City of Joplin and Branco Construction for the construction of the Airfield Signage and Marking Project at the Joplin Regional Airport. Ordinance No. 137

COUNCIL BILL NO. 2012-148-AN ORDINANCE approving authorization to accept a Grant from the Department of Transportation, Federal Aviation Administration for Airport Improvement Program and Airport Master Plan Project at the Joplin Regional Airport. Ordinance No. 2012-138

COUNCIL BILL NO. 2012-303 - AN ORDINANCE Request to Review the Final Plat for SONIC ADDITION located at the southeast corner of 11th Street and Range Line Road in the City of Joplin, Jasper County, Missouri. (Stays on Consent Agenda)

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Shaw introduced Council Bill No. 2012-149. Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No. 2012-149. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-139

AN ORDINANCE approving an agreement between the City of Joplin and Crawford, Murphy & Tilly, Inc. (CMT) for assistance in preparing an Airport Master Plan for the Joplin Regional Airport; and containing an emergency clause. Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No. 2012-149. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Mr. Shaw introduced Council Bill No. 2012-152 - Motion by Mr. Shaw, Second by Mr. Glaze to Adopt Council Bill No. 2012-152. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-140

AN ORDINANCE approving an agreement between the City of Joplin, Missouri and Cobble Excavation Company in the amount of Fifty Two Thousand Six Hundred Thirty Nine Dollars and 00/100 Dollars ($52,639.00) for the City Sidewalk & Curb Repair 2012 project in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2012-153 - Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2012-153. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-141

AN ORDINANCE approving Change Order Agreement between the City of Joplin and Crawford, Murphy & Tilly, Inc. (CMT) for the design of the Airfield Signage and Marking Project Change Order at the Joplin Regional Airport; and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2012-452 - Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2012-452. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-142

COUNCIL BILL NO. 2012-452- AN ORDINANCE approving a Basic Support-Local Health Department Grant Award Agreement by and between the Missouri Foundation for Health, and the Joplin City Health Department, for a 12 month period beginning October, 2012, for the amount of Twenty Five Thousand dollars

and no Cents ($25,000.00), for the purpose of equipment and supplies improvements; and, authorizing the City Manager to execute the same by and on behalf of the Joplin City Health Department; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2012-620 - Motion by Mr. Glaze, Second by Ms. Raney to Adopt Council Bill No. 2012-620. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-143

AN ORDINANCE approving the Sponsorship Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and the MARS Petcare US Inc., a Delaware Corporation, for the development of a dog park at Parr Hill Park; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2012-621 - Motion by Mr. Golden, Second by Mr. Shaw to Adopt Council Bill No. 2012-621. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-144

AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2000-192 and authorizing revised new classification titles and updating position descriptions; and containing an emergency clause.

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

Mr. Shaw introduced Council Bill No. 2012-617. Motion by Mr. Shaw, Second by Mr. Golden, to Pass Council Bill No. 2012-617 on Second Reading, Advance to Third Reading and Pass. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 1, Scearce.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-145

AN ORDINANCE approving the application of Joplin Memorial Run, Boomtown Days Festival, MSSU Homecoming Celebration, Joplin Outlaws Baseball Season, Joplin Disc Golf Club 4-State Open, Spiva Center for the Art's PhotoSpiva, Spiva Center for the Art's ArtWorkers: Creativity and America, National Multiple Sclerosis Society's Bike MS: Ozarks, Dogs in Downtown, Rufus Racing's Summer Roundup Triathlon and Big Time Youth Triathlon and Historic Murphysburg's DickensFest; for utilization of FY2013 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds. Motion by Mr. Shaw, Second by Mr. Golden, to Pass Council Bill No. 2012-617 on Second

Reading, Advance to Third Reading and Pass. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 1, Scearce. Ordinance No. 2012-145

UNFINISHED BUSINESS

NEW BUSINESS - The following appointments were made to Boards and Commissions:

Board of Adjustments – Jonathan Gatz
Conventions and Visitors Advisory Board – Rob Lowrance
Personnel Board – Michelle Stadler
Planning and Zoning – Kennan Cortez
Solid Waste – Christina Williams.

There being no further business to come before the Council, the meeting was adjourned at 7:18p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara Hogelin, MMC/MPCC

P & Z Case 072-12
Dr. Jay Joseph, Z-Four LLC,
and Richard Beckham
(P & Z Recommended Rezoning
to District C-1-PD)

AMENDED COUNCIL BILL NO. 2012-307 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1and including in District C-1-PD property as described below and located at 5227 Hearnes Boulevard and adjacent properties in the City of Joplin, Newton County, Missouri.

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

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

A tract of land being a part of the Northwest Quarter of the Southwest Quarter of Section 26, Township 27 North, Range 33 West, in the City of Joplin, Newton County, Missouri being more particularly described as follows: commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 26, Thence S89°19'48"E, along the South line of said Northwest Quarter of the Southwest Quarter, 82.03 feet to the East right-of-way line State Highway 86, for the point of beginning; thence S89°19'48"E, along said South line, 222.92 feet; thence N02°11'40"E, 317.75 feet; thence N88°24'21"W, 208.29 feet to the East right-of-way line of said Highway 86, thence S01°35'21"W, along said right-of-way, 32.09 feet; thence N88°15'33"W, along said right-of-way, 17.98 feet; thence S01°35'07"W, 289.28 feet to the point of beginning. Containing 1.63 acres (71,180 sq. feet) more of less. Subject to all easements and restrictions on record. AND for the property commencing at the West Quarter corner of Section 26, Township 27, Range 33, in the City of Joplin, Newton County, Missouri, thence South along the West line of said Section 1320.28 feet to the Southwest corner of the Northwest Quarter of the Southwest Quarter, thence North 89°20'30" East along the South line of said Quarter 304.95 feet to the point of beginning, thence North 0°10'23" East 317.75 feet, thence South 89°44' East 209.13 feet, thence North 0°16' East 208.71 feet, thence North 89°44' West 417.42 feet to the East right-of-way of South Main Street, thence North 0°16' East along said right-of-way 130.41 feet, thence North 89°21' East 1214.61 feet to the East line of said Northwest Quarter of the Southwest Quarter, thence South along said line 236.71 feet, thence South 89°27' West 145.0 feet, thence South 423.93 feet to the South line of said Quarter, thence South 89°20'30" West along said line 864.40 feet to the point of beginning.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2012.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 24, 2012

Item: Agreement with Missouri Department of Transportation
Originating Department: Planning and Community Development

Attachments: 1) Copy of Agreement
2) Copy of UPWP 2013
3) Council Bill No. 2012-106

Department Head: David Hertzberg	Date: 9/14/12
Finance Department: Leslie Jones	Date: 9-14-12
City Attorney: Brian Head	Date: 9-14-12
City Manager: Mark Rohr	Date: 9-14-12
P & CD Manager: Troy Bolander T.B.	Date: 9-14-12

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

SUMMARY:

This is an annual agreement between the Missouri Department of Transportation and the City of Joplin for Federal Transportation Planning Assistance. The purpose of this agreement is to allow the Joplin Metropolitan Planning Organization (whereas the City of Joplin is the designated recipient of the assistance) to receive monetary support to complete transportation planning duties and projects that are eligible for federal financial assistance.

The City will receive an 80% reimbursement of expenses. This year's expenses will total no more than Two Hundred and seventy-six thousand three hundred and eight dollars ($276,308). The reimbursement consists of One hundred and seventy-six thousand seven hundred and eighty-four dollars ($176,784) in Federal Consolidated Planning Grant Funds and Forty-four thousand two hundred and sixty-two dollars ($44,262) in FTA Section 5307 funding. The City will pay 20% of the project costs incurred to a maximum of Fifty-five thousand two hundred and sixty-two dollars ($55,262) to draw down the Federal assistance.

The Joplin Metropolitan Planning Organization (MPO) will use a portion of the assistance to pay for administrative support and technical work completed by the Planning & Community Development Manager, Planning & Community Development Specialist and other staff in the Engineering department. The remainder of the assistance will be used to help finance eligible planning projects.

Some of the projects included in this year's work program include:

An update to the current Zoning Code will implement the new Comprehensive Plan. The updated Zoning Code will help staff and the public make informed development decisions. We have budgeted $80,000 towards the update of the Zoning Code.

Also included in the work program is the continuation of Transportation Corridor Studies that were included in last year's work program. Requests for Qualifications have been received and a selection will be made early in the fall. The Corridor Studies focus on Range Line Road and Highview Avenue, 7th Street, and areas south of Interstate 44 between South Main Street/Hearnes Boulevard and Range Line Road. We have budgeted $40,000 towards the completion of the Corridor Studies.

Attached is the proposed 2013 Unified Planning Work Program (UPWP) that provides more detail on the planning projects being conducted during the next fiscal year. The Joplin Area Transportation Study Organization (JATSO) Policy Board will vote to adopt the UPWP at their meeting on September 20, 2012. JATSO is the designated MPO held with the responsibility of providing transportation policy and overseeing the federal transportation planning process for the Joplin region.

RECOMMENDATION:

Staff recommends approval of this annual agreement with the Missouri Department of Transportation, so the MPO can carry out their transportation planning activities.

CCO Form: TP01-F
Approved: 06/94 (GWS)
Revised: 08/12 (BDG)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION PLANNING CONSOLIDATED GRANT AGREEMENT
(Joplin Region)

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

WITNESSETH:

WHEREAS, 23 U.S.C. Sections 104(f) and 134, and 49 U.S.C. Section 5303, provide metropolitan transportation planning funds for metropolitan planning organizations as designated by the Governor of the State of Missouri; and

WHEREAS, the Commission is the state agency designated to receive and dispense the above named funds to accomplish metropolitan transportation planning in the Joplin urbanized area; and

WHEREAS, the Joplin Area Transportation Study Organization (hereinafter, "MPO") has been designated by the Governor of the State of Missouri as the local organization to conduct transportation planning for the Joplin urbanized area; and

WHEREAS, the MPO has designated the Grantee to conduct transportation planning and receive and expend the above named funds on its behalf; and

WHEREAS, the MPO and Grantee has described the transportation planning work to be carried out and included a complete budget detailing the use of the above named funds in an annually updated Unified Planning Work Program (UPWP); and

WHEREAS, the UPWP is accepted by the Commission, the MPO, the Grantee, and the United States Department of Transportation, describing the purposes and funding of all program components to be annually accomplished under this Agreement.

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

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing project expenses that are eligible for federal financial assistance. The Commission will make a grant from available federal funds in a manner consistent with the rules of the USDOT, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) under 23 U.S.C. Sections 104(f) and 134 and 49

U.S.C. Section 5303. These rules include OMB Circular A-102, "*Grants and Cooperative Agreements with State and Local Governments.*" The catalog of federal domestic assistance identification number (CFDA) is 20.205 for funds under 23 U.S.C. Sections 104(f) and 134 and 20.505 for funds under 49 U.S.C. Section 5303. The amount of available funds is limited by the unused portion of the above planning funds allocated to the Joplin urbanized area under the above acts and any amendments thereto.

(2) SCOPE OF WORK AND BUDGET: Grantee will undertake and complete the program of work specified in the approved UPWP and the budget or scope of services (Appendix A).

(3) REPORTS:

(A) All draft reports, the cost of which will be considered a direct cost, will be submitted to the Commission for review prior to printing in final form. The Commission will be provided with two (2) copies of each draft and four (4) copies of the final report.

(B) All reports, drawings, estimates, surveys, memoranda and other papers submitted by the Grantee shall be dated and bear the Grantee's name.

(4) PUBLICATION PROVISIONS:

(A) Copyright: Papers, interim or final reports, forms or other materials which are a part of the work under contract may be copyrighted without written approval of the Commission, FHWA or FTA as appropriate.

(B) Request for Publication: Either party to the Agreement or FHWA or FTA may initiate a request for publication of reports or any request thereof.

(C) Abstracts: When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interests of the other party by the inclusion of a statement in the paper and in the presentation to the effect that the paper has not been reviewed by the other party or FHWA or FTA.

(D) Publication: Publication by either party shall give credit to the other party or FHWA or FTA unless upon failure of agreement of any report of the study, FHWA, FTA or either of the contracting parties requests that its credit acknowledgment be omitted and then the following statement shall be added:

> "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the Missouri Highways and Transportation

Commission, the Federal Highway Administration or the Federal Transit Administration."

(E) Use of Data: After acceptance of reports, all parties are free to use the data and results for whatever purpose.

(F) Cooperative Participation: All reports shall contain a statement crediting the cooperative participation of all agencies, including the USDOT, FHWA or FTA as appropriate.

(G) Freedom of Information: The publication provisions contained in this paragraph (4) are subject to the provisions of Chapter 610, RSMo, and all applicable laws of the United States Government concerning freedom of information.

(5) RETENTION OF RECORDS: The Grantee or any approved subcontractor shall be required to maintain accounting records and other evidence pertaining to the cost incurred regarding the study and to make the records available to the Commission at its office at all reasonable times during the contract period and for three years from the date of the final payment of federal funds. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Commission, FHWA, FTA, or any authorized representative thereof, and copies shall be furnished if requested.

(6) INFORMATION FURNISHED AND WORK PERFORMED BY THE GRANTEE: The Grantee shall make available to the Commission upon request all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables, and other pertinent background information related to the scope of services under this Agreement.

(7) INFORMATION AND WORK FURNISHED BY THE COMMISSION:

(A) The Commission shall make available to the Grantee all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables and other pertinent background information related to the scope of services under this Agreement that the Commission deems necessary and non-confidential. No report, information, data or other materials provided to the Grantee shall be given to any individual or organization without the written approval of the Commission.

(B) The Commission will receive reimbursement from the Grantee for computer work performed by the Commission for the urbanized area as authorized by the Grantee. This should in no way restrict the Grantee from utilizing other computer services available elsewhere.

(8) PROJECT TIME PERIOD: Work under this Agreement shall begin November 1, 2012, and extend to October 31, 2013. No work shall be performed under this Agreement until a notice to proceed is received from the Commission.

(9) CONTRACT PRICE AND PAYMENT:

(A) Total Price: For the work described in this Agreement, the Grantee shall receive payment based on actual costs, as defined in subparagraph B of paragraph (9) up to the maximum amount of $176,784 defined as consolidated planning funds. The local matching share shall be 20 percent for funds provided under 23 U.S.C. Section 104(f) and under 49 U.S.C. Section 5303. The local matching share may be either cash or direct cost match or a combination of both.

(B) Progress Payments: The Commission agrees to make progress payments to the Grantee not more than monthly upon receipt of a proper invoice and certification for services actually performed under this Agreement. Certification of services will be documented by a progress report submitted at least quarterly within 30 days after the end of the reporting period. However, the last progress report may be waived and included in the final or project completion report. Each progress report shall include tasks, what percentage of each task has been completed and overall task completion rate. Invoices will be based on actual costs incurred. Each invoice will show the breakdown of the cost incurred among the Grantee and the Commission. Such progress payments will be based on actual cost incurred. In no instance shall the progress payments exceed the percentage of work completed, per the judgment of the Commission's chief engineer. The accounting for and billing of project charges will be accomplished as follows:

1. The Grantee will establish cost principles for use in determining the allowability of individual items of costs in accordance with OMB Circular A-87, "*Cost Principles for State, Local and Indian Tribal Governments.*"

2. Direct labor charges shall be based on actual time expended at the current approved gross salary of the assigned staff member.

3. Employee fringe benefits shall be based on a provisional rate, subject to audit, of direct labor costs. This rate is set on the basis of the employer's actual cost for group life insurance, health insurance, pension plan, workers compensation, holidays, F.I.C.A. taxes, accrued costs for sick leave, vacation and other items included in the Grantee's approved fringe benefit package to the total annual salaries paid. This rate is reviewed and adjusted annually and will be specified in the fiscal year scope of services.

4. Indirect costs shall be based on the approved cost allocation plan supported by the Grantee's annual budget for the fiscal year in which the scope of services is to be carried out. A rate is calculated on the basis of the estimated total annual administrative expenses, excluding known unallowable costs as prescribed in various federal regulations, including OMB Circular A-87, divided by the sum of total annual salaries chargeable as direct labor. Calculation of the indirect rate is specified in the cost allocation plan and is approved by the audit agency. The indirect rate is audited and adjusted at each fiscal year end by the audit agency. The applicable rate

will be specified in Appendix A.

5. Other direct costs charges shall be based on actual cost of supplies and equipment purchased or rented for exclusive use of this project. Procurement of supplies and equipment should be in accordance with procedures established by the State of Missouri and Paragraph (26).

(C) Compensation: Compensation shall be paid by the Commission to the Grantee for work performed hereunder subject to the limitations of subparagraphs A and B of this paragraph (9), as supported by Appendix A.

(D) Direct Costs: The following are considered as direct costs and chargeable as such:

1. Salaries and fringe benefits.

2. Other non-salary expenses directly related to the completion of the work program activities such as: classified advertising, contractual services, data processing, equipment maintenance and rental, meetings and conferences, postage, publications, reproduction, supplies, travel and long distance calls.

(E) Final Payment: The final payment will be made only after acceptance by the Commission of a project completion report, summarizing the results of the job elements under this Agreement, considered to be satisfactory to the Commission. This project completion report is due within 60 days after the Agreement end date. The Commission's obligation will extend only to those costs incurred as verified by the final audit. A final audit will be completed after the acceptance of the project completion report. If Grantee was over compensated according to final audit results, Grantee will reimburse the Commission the amount as specified by the final audit. If additional compensation is due Grantee, Grantee will present a supplemental invoice to the Commission for payment of the amount specified by the final audit.

(F) Checks: Checks in payment for the services rendered hereunder shall be drawn to the order of the City of Joplin. The Grantee hereby agrees that the acceptance of the check so drawn shall constitute full payment for the Commission to the Grantee for the services for which such payments are made.

(G) Title to Work Products: The making of payments to the Grantee in the manner aforesaid shall vest in the Commission title to the studies, documents and material produced by the Grantee under the terms of this Agreement up to the time of such payments, and the Commission shall have the right to use the same for any public purpose or make any desirable alterations thereto without other further compensation to the Grantee or to any other such agency or persons.

(H) Single Audit Requirement: For fiscal years ending after December 31, 2003, if the Grantee receives $500,000 or more per year total of all Federal

assistance from all sources including Federal funds under this Agreement, it shall be required to have an independent annual single audit done in accordance with OMB Circular Number A-133, "*Audits of States, Local Governments, and Non-Profit Organizations.*" A copy of the audit report shall be submitted to the Missouri Department of Transportation (MoDOT) within 30 days of the issuance of the report. Subject to the requirements of OMB Circular Number A-133, if the Grantee obtains less than $500,000, the Grantee may be exempt from OMB A-133 auditing requirements, but records must be available for review by applicable State and Federal authorities in accordance with Paragraph (5). The Commission reserves the right to audit expenditures under this Agreement independently in a separate report.

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

(11) CHANGES: The Commission or the Grantee may, from time to time, request changes in the scope of UPWP work. Changes in the scope of UPWP work that do not involve any increase or decrease in the amount of the Grantee's compensation shall be made with the mutual agreement of the parties to this Agreement evidenced by letters from each to the other. Changes involving adjustments to limiting amounts contained in the scope of UPWP work of any increase or decrease in the total amount of compensation which are mutually agreed upon by and between the Commission and the Grantee shall be incorporated in written amendments or supplements to this Agreement.

(12) INDEMNIFICATION:

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

(B) The Grantee will require any contractor procured by the Grantee to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an

authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(13) TERMINATION OF AGREEMENT:

(A) Non-Performance: If Grantee shall for any cause fail to perform any of the provisions of this Agreement or fail to complete any of the work described in this Agreement, the Commission may terminate this Agreement. Also, the Commission may terminate this Agreement if the conduct or progress of the work is such that it is not up to professional standards of objectiveness, fairness, accuracy and completeness.

(B) Correction: The Commission may provide Grantee with a written notice of the defect(s) in Grantee's performance specifying a period of time for Grantee to correct such defect(s).

(C) Written Notice: To terminate this Agreement, the Commission must give Grantee at least 15 days written notice specifying the reason(s) for termination.

(D) Partial Payment: If the Commission terminates the Agreement, the Commission shall be liable only for the work rendered to the date of termination based on the compensation described in the scope of services. Grantee, for itself, its successors, assigns and legal representatives, agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement. This does not abrogate the Grantee's right under law.

(E) Work Products: In the event of termination, Grantee shall deliver to the Commission, as property of the Commission, all designs, reports, drawings, studies, estimates, surveys, computations, memoranda, documents and other papers or materials either furnished by the Commission or prepared by or for the Grantee under this Agreement. In addition, ownership of all designs, reports, drawings, studies, estimates, models, computations, etc. prepared under this Agreement shall vest in the Commission, at the Commission's option. The Commission reserves the right to

postpone or abandon further work of the type described by this Agreement or to cause such work to be continued or completed in such manner, by such person(s), and under such terms and agreements as the Commission shall determine.

(14) DISPUTES: The Commission's chief engineer will in all cases decide any and all questions which may arise in connection with the work not disposed of by agreement among or between the parties to the contract.

(15) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, Grantee agrees as follows:

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

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

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

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

(E) Information and Reports: The Grantee shall provide all information and reports required by the Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to the pertinent to ascertain compliance with other such contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another

who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

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

1. Withholding of payments to the Grantee under the Agreement until the Grantee complies; and/or

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

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (15)(A) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as means of enforcing such provisions, including sanctions for noncompliance; provided that it in event the Grantee becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(H) Title VI Program Reporting Requirements: The Grantee shall comply with data collection and reporting requirements subject to Title VI of the Civil Rights Act of 1964 and the implementing regulations of 28 CFR Part 42, Subpart F and 49 CFR Part 21. Such general and program specific required information shall be provided to the Commission yearly if updated information is warranted or at a minimum of every three years. Required submittals shall be made by December of the current agreement period.

(16) SECTION 504 ASSURANCES: The Grantee shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 790 *et seq.*) and the administrative rules of the USDOT (49 CFR Subtitle A, Part 27).

(17) RESTRICTION ON LOBBYING: The Grantee shall comply with the requirements of 31 U.S.C. Section 1352.

(18) NO OBLIGATION BY THE FEDERAL GOVERNMENT: The Grantee acknowledges and agrees that, notwithstanding any concurrence by the USDOT in or approval of the solicitation or award of the underlying contract, absent the express written consent by the USDOT, the USDOT is not a party to this Agreement and shall

not be subject to any obligations or liabilities to the Grantee or any other party pertaining to any matter resulting from this Agreement. The Grantee agrees that it will ensure that the contractor will 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.

(19) CLEAN WATER: The Grantee 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. Part 1251 *et seq*. The Grantee will require its contractor to report each violation to the Grantee and understands and agrees that the Grantee will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (hereinafter, "EPA") Regional Office. The Grantee agrees that it will ensure that the contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

(20) ENERGY CONSERVATION: The Grantee 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 (42 USC 6321 et seq.).

(21) FEDERAL CHANGES: The Grantee 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 most recent issued FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. The Grantee's failure to comply shall constitute a material breach of this Agreement.

(22) CLEAN AIR: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 *et seq*. The Grantee shall ensure that its contractor will report each violation to the Grantee. The Grantee will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency (hereinafter, "EPA") Regional Office. The Grantee also agrees to include these requirements in each contract exceeding $100,000 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.

(23) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

(A) The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq*. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Subtitle A, Part 31, apply to its actions pertaining to this Agreement. The Grantee shall ensure that the contractor will certify or affirm 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 of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the USDOT reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the USDOT deems appropriate.

(B) The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FTA under authority of 49 USC 5303, the USDOT reserves the right to impose the penalties of 18 USC 1001 on the Grantee, to the extent the USDOT deems appropriate.

(C) The Grantee agrees to include the above two clauses in each of its contracts 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.

(24) DEBARMENT AND SUSPENSION: The Grantee agrees to comply with the requirements of the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered* Transaction as submitted with the grant application.

(25) SUBCONTRACTING: All work to be subcontracted shall be identified in the UPWP, regardless of amount. All subcontracts of $50,000 or more shall be submitted to the Commission for review and approval. Grantee's approved contracting administration procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 49 CFR Part 18 or 23 CFR Part 172 and Missouri statutes. Approval to subcontract for services incidental to the study operations, such as printing and computer services, is not required. Copies of all executed subcontracts, except those for incidental services, shall be furnished to the Commission.

(26) EQUIPMENT AND INSTRUMENTATION:

(A) All equipment and instrumentation to be purchased under this agreement shall be identified specifically in the UPWP. Equipment or instrumentation mean an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals $5,000 or more. Grantee's approved procurement procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 49 CFR Part 18 and Missouri statutes.

(B) Purchases costing less than $5,000 are not subject to 49 CFR Part

18 but shall follow Grantee's procurement procedures. However, purchases may not be subdivided to avoid this limitation. The Grantee certifies that no equipment and instrumentation listed for purchase in the UPWP have been included in the indirect costs approved for this Agreement.

(27) TRAVEL: The Commission approves Grantee staff travel expenses for work performed under this Agreement and provided for in the scope of services. Any additional travel must have prior approval of the Commission to be eligible for a direct cost reimbursement. The rate of reimbursement shall be in accordance with the Grantee's approved travel policy.

(28) COMPLIANCE WITH LAWS: The Grantee agrees to comply with all federal, state and local laws and ordinances applicable to the prosecution of the work covered by this Agreement.

(29) DISADVANTAGED BUSINESS ENTERPRISES: Grantee agrees to prepare and submit for the Commission's approval, a disadvantaged business enterprise plan as defined in 49 CFR Part 26, if Grantee received a total of $250,000 or more of financial planning assistance from the U.S. Department of Transportation or if Grantee is required to do so by 49 CFR Part 26.21.

(30) BUDGET:

(A) Summary: Appendix A, Section 1, includes a budget summary, which lists the following:

1. Estimated Expenditures: These would be the total of all UPWP components by federal funding type funded under this Agreement itemized by various cost categories. These categories may include but are not limited to: salaries, fringe benefits, indirect costs, contract services, equipment, data processing, meeting, conference, travel, printing, publications, supplies and other or miscellaneous expenses.

2. Estimated Revenues: These are the total anticipated funding and agency sources by federal funding type for work funded under this Agreement.

(B) Payment: The Grantee will receive payment by the Commission based on the following:

1. Agency Funding Participation: Appendix A, Section 2, lists estimated funding participation by various agencies for the UPWP program components funded under this Agreement. For the work by program component described in the UPWP and similarly identified in Appendix A, Section 2, payment will be made from the appropriate funds based on the proportionate share of FHWA PL or FTA Section 5303 funds, or consolidation of the two funds, being utilized from the Commission. The relationship of the manpower and cost borne under this Agreement to the total manpower and cost required to complete each program component is derived from the

approved UPWP. The obligation of the Commission shall not exceed the amounts set out in Paragraph (9), Subparagraph (A).

2. Details of Missouri FHWA PL and/or FTA Section 5303 Matching Funds: Appendix A, Section 2, also lists the respective amounts of local matching funds by providing agency and the program components of the UPWP to which they are applied for the Missouri federal funds utilized under this Agreement. Application of local matching funds in the form of direct cost match or cash from the Commission to the various program components will be determined by the Commission in accordance with Missouri laws. Use of Commission local matching funds by the Grantee shall be based on the proportionate share of cost by program component as given in Appendix A, Section 2. Local matching funds from the Commission shall not exceed the federally required matching share for any Missouri federally funded program component. The Commission's cash payment obligation shall be in accordance with Paragraph (9), Subparagraph (A).

(C) Procedures: The following procedures shall be followed when deviations from Appendix A or the scope of services program components occur or are anticipated to occur:

1. Cost Overruns:

A. Program component overruns of thirty percent (30%) or less will be considered as eligible costs provided:

(I) The total scope of services dollar amount is not increased and written approval is obtained from the Commission's chief engineer or;

(II) If the total scope of services dollar amount is increased, an amended scope of services is executed between the Commission and the Grantee.

B. Program component overruns in excess of thirty percent (30%) will require an amended scope of services between the Commission and the Grantee.

C. Requests for overruns in program components shall be in writing and include the anticipated amount of overruns on other program components.

2. Agency Funding Participation: Revisions in the agency (i.e. FHWA, FTA, HUD, EPA) funding participation as shown in the scope of services require written approval by the Commission's chief engineer. Requests for revisions shall include the reason for the revisions, the proposed agency funding and the effect of the revisions on program components.

3. The Grantee shall monitor costs and initiate timely requests for approval as outlined above. Retroactive revisions of this scope of services will not be allowed.

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

(33) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(34) ASSIGNMENT: The Grantee shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement, whether by assignment or notation, without the prior written consent of the Commission.

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

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

[Remainder of Page Intentionally Left Blank]

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

Executed by the Grantee this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN, MISSOURI

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Ordinance Number:_____

JATSO

JOPLIN AREA TRANSPORTATION STUDY ORGANIZATION

FISCAL YEAR 2013
UNIFIED PLANNING WORK PROGRAM
NOVEMBER 1, 2012 TO OCTOBER 31, 2013

City of Joplin
Department of Public Works
Division of Planning & Community Development
602 Main Street
Joplin, Missouri 64804
(417) 624-0820

List of Acronyms

CPG	Consolidated Planning Grant
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY	Fiscal Year
GIS	Geographic Information Systems
JATSO	Joplin Area Transportation Study Organization
MAPS	Metropolitan Area Public Transit System
MoDOT	Missouri Department of Transportation
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
O & D	Origin & Destination Study
PIP	Public Involvement Plan
SAFETEA-LU	Safe, Accountable, Flexible, Efficient Transportation Equity Act - A Legacy for Users
TIP	Transportation Improvement Program
UPWP	Unified Planning Work Program

Introduction

Purpose

The Joplin area transportation planning process is an on-going effort that constitutes a branch of planning work activities developed by the Joplin Division of Planning and Community Development, a division of the Joplin Department of Public Works. The purpose is to analyze and evaluate various types of data (such as demographic, socio-economic, land use and scientific) in order to provide a rational basis for making short-range and long-range decisions about transportation needs in the Joplin metropolitan area. The planning process identifies present and future needs, and develops plans, policies, and projects to carry out objectives identified in the long-range transportation plan.

The transportation planning process is required by federal regulations as a prerequisite to the receipt of federal capital and operating assistance. The end result from this continuing, cooperative, and comprehensive process will include plans and programs that match and enhance the comprehensively planned development of the metropolitan area. In addition, the planning process and requirements mandated by the enacted by the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU) and Map-21 which takes effect October 1, 2012 will be addressed as part of the Joplin Area Transportation Study Organization's (JATSO) planning activities.

Organization

On May 20, 1983, Governor Christopher Bond of Missouri signed the letter of approval designating the JATSO as the Metropolitan Planning Organization (MPO) for the Joplin metropolitan area under Title 23 of the U.S. Code.

The MPO has designated the City of Joplin as the contracting agent for service agreements involving federal planning funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The Harry S. Truman Coordinating Council, the local regional planning commission, represents the smaller villages and unincorporated area on the JATSO Policy Board. The JATSO organization consists of six members from the City of Joplin, and one member from each of the following: Harry S. Truman Coordinating Council, City of Webb City, City of Carl Junction, MoDOT Southwest District, Newton County, and Jasper County.

The organization and responsibilities of the various agencies involved in the transportation planning process are defined in this Unified Planning Work Program (UPWP), the Memorandum of Understanding, and the JATSO bylaws.

Funding for the UPWP

Funding for the UPWP comes from three sources: the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the City of Joplin. FHWA Planning and FTA Section 5303 funds are combined into one category, called a Consolidated Planning Grant (CPG), and provide 80 percent of the UPWP funds. The remaining 20 percent comes from the City of Joplin general revenue funds.

Planning Factors

The metropolitan transportation planning process shall be continuous, cooperative, and comprehensive. It shall provide for consideration and implementation of projects, strategies and services that will address the following eight factors:

1. Support the economic vitality of the Joplin metropolitan area, especially by enabling global competitiveness, productivity and efficiency;

2. Increase the safety of the transportation system for motorized and non-motorized users;

3. Increase the security of the transportation system for motorized and non-motorized users;

4. Increase the accessibility and mobility of people and freight;

5. Protect and enhance the environment, promote energy conservation, improve the quality of life and promote consistency between transportation improvements and State and local planned growth and economic development patterns;

6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;

7. Promote efficient system management and operation; and

8. Emphasize the preservation of the existing transportation system.

Eligible Items

There are a number of activities that are considered eligible for transportation planning funds. These include street inventories, map preparation, aerial photography and photogrammetry, traffic volume studies, land use studies, and other studies that support the transportation planning process. Other eligible activities include systems development and project planning, economic and fiscal studies related to streets, project evaluation studies, and compilation of reference statistics.

Public Involvement Plan

The purpose for the Public Involvement Plan (PIP) adopted in 2009 is to involve the public in the planning process, since the purpose of regional planning is to meet public mobility needs.

The PIP outlines a process for the public comments on the LRTP, TIP, UPWP, Title VI/ Environmental Justice and at public meetings. The PIP states that all changes to documents and plans that require board approval, except for the PIP itself, shall have a news release issued and be posted to the JATSO webpage seven (7) days prior to any

action by the governing board for the purposes of public comment. The PIP shall have a 45-day public comment period. A paper copy of the PIP can be acquired at Joplin City Hall, Metropolitan Area Publictransit System (MAPS) office and vehicles, Webb City City Hall, Carl Junction City Hall, and Harry S. Truman Coordinating Council offices. An electronic copy of the PIP can be obtained at the JATSO website (www.jatso.net). Other information pertaining to Title VI (Civil Rights Act of 1964), Limited English Proficiency (LEP) Plan, and American with Disabilities Act contact information can also be found at this website.

Tasks Completed in FY 2012 UPWP

Transportation Improvement Program (TIP)

- Staff amended the JATSO FY 2011-2014 TIP to include the addition of forty-four (44) MoDOT projects, including five projects receiving TIGER grant funding as part of the Joplin Transportation and Disaster Recovery Initiative.
- Staff maintained and monitored the projects in the JATSO FY 2011-2014 TIP.
- Developed procedures for amending the FY 2011-2014 TIP in lieu of an annual update.

Unified Planning Work Program (UPWP)

- Staff carried out projects in the FY 2012 UPWP.
- Staff prepared and transmitted quarterly reports to MoDOT.
- Developed the FY 2013 UPWP.

Geographic Information Systems (GIS)

- Staff maintained and updated street, trail, subdivision, zoning, sewer, transit route, and ownership GIS layers

Transit Planning

- Staff monitored the MAPS transit system and collected data and information.
- Coordinated with Harry S. Truman Coordinating Council and held a public forum to update the Human Services Public Transportation Coordination Plan.

Comprehensive Plan Update

- The selected consultant completed the final draft of the Joplin Area Comprehensive Plan update. The new comprehensive plan was adopted by the Joplin City Council in July.

Transportation Corridor Studies

- JATSO staff issued an RFQ and conducted a Qualification Based Selection for consultant services for transportation corridor studies.

Programs, Software & Hardware

- JATSO staff maintained an interactive website that includes zoning, street, subdivision, and parcel information as well as posting meeting information. News releases are posted to the City of Joplin's main webpage in order to take advantage of higher visibility.

FY 2013 Program Goals

The annual transportation planning program begins on November 1, 2012 and continues through October 31, 2013. The UPWP is directed toward the continuation and improvement of existing activities and the development of those activities mandated by federal regulations. For fiscal year 2013, JATSO goals are:

- Improve transportation through better cooperation and communication from JATSO, MoDOT, and ONEDOT.
- Hire a consultant to update the Joplin Zoning Code which implements the newly updated Joplin Area Comprehensive Plan.
- Increase participation in JATSO by holding meetings, giving presentations, and increasing advertising. JATSO will continually notify the public of their website so the public is aware of transportation plans and issues within their area.
- Adopt updated Human Services Public Transportation Coordination Plan.
- Update the TIP as needed.

TASK 1. Transportation Improvement Program (TIP)

Objective: JATSO staff will develop a fiscally constrained area-wide listing of transportation improvement projects inside the Joplin metropolitan planning area for a four-year period that is consistent with JATSO's long-range transportation plan.

Current Status: The JATSO FY 2012-2015 TIP was produced by the City of Joplin, Harry S. Truman Coordinating Council, the Missouri Department of Transportation (MoDOT) and other local governments.

Work Items:

- *Administration* – 70% ($5,773)
  - Monitor and maintain the FY 2012-2015 TIP
  - Prepare the FY 2014-2017
  - Prepare the FY 2012 Annual Listing of Obligated Projects
- *Outreach* – 30% ($2,474)
  - Conduct Public Meetings

Public Participation:

- Prior to adopting a TIP a public meeting will be held by the Policy Board. A news release will be issued and posting to the JATSO webpage will be done seven (7) days in advance of the public meeting. The public is encouraged to formulate comments regarding the TIP document.

End Products:

- Update JATSO FY 2012-2015 TIP with amendments (as necessary)
- The 2014-2017 TIP completed in September 2013
- Prepare the FY 2012 Annual Listing of Obligated Projects

Schedule for Completion:

- Activities will be on-going from November 2012 through October 2013.

Budget:

Total Cost	Federal Funds (80%)	Local Funds (20%)
$ 8,247	$ 6,598 (CPG Funds)	$ 1,649 (Joplin)

TASK 2. Unified Planning Work Program (UPWP)

Objective: JATSO staff will maintain the approved UPWP for the current fiscal year 2013 and develop the 2014 UPWP.

Current Status: This task is on-going with activities occurring on a day-to-day or on-demand basis.

Work Items:

- Administration – 70% - ($ 35,382)
  - Monitor and maintain the FY 2013 UPWP
  - Prepare and transmit quarterly progress reports to MoDOT
  - Prepare the FY 2014 UPWP
  - Document all MPO activities
- Outreach – 30% ($ 15,163)
  - Conduct public meetings
  - Create informational hand-outs for public use
  - Ensure agencies receiving federal transportation funds maintain accurate financial records

Public Participation:

- Prior to adopting a Unified Planning Work Program a public meeting will be held by the Policy Board. A news release will be issued and posting to the JATSO webpage will be done seven (7) days in advance of the public meeting. The public is encouraged to formulate comments regarding the UPWP document.

End Products:

- Four (4) FY 2013 quarterly progress reports to MoDOT
- One (1) JATSO FY 2014 UPWP completed in September 2013
- Create information hand-outs for public use as needed

Schedule for Completion:

- Activities will be on-going from November 2012 through October 2013.

Budget:

Total Cost	Federal Funds (80%)	Local Funds (20%)
$ 50,545	$ 40,436 (CPG Funds)	$ 10,109 (Joplin)

TASK 3. Geographic Information Systems (GIS)

Objective: JATSO staff will work with the City of Joplin, the Harry S. Truman Coordinating Council, and other local governments and agencies to update and create databases and collect and input data into the JATSO's GIS.

Current Status: The City of Joplin updates zoning maps within the Joplin corporate boundaries. Census information, other socio-economic data, and additional transportation data of the Joplin area is inserted into GIS databases as it becomes available.

Work Items:

- Administration – 100% - ($32,988)
    - Maintain and update GIS layers used by JATSO, the Metro Area Public Transit System (MAPS), the Harry S. Truman Coordinating Council and local governments and agencies.

End Products:

- Maintained GIS layers
- Updated street, subdivision, zoning, and property ownership layers.
- Updated aerial photography and contour, flood plain, census, environmental and traffic count layers
- Updated data and maps to reflect change in transit/multi-modal facilities

Schedule for Completion:

- Activities will be on-going from November 2012 through October 2013.

Budget:

Total Cost	Federal Funds (80%)	Local Funds (20%)
$ 32,988	$ 26,390 (CPG Funds)	$ 6,598 (Joplin)

TASK 4. Transit Planning

Objective:

- JATSO staff will provide program and administrative support for the Metropolitan Area Public Transit System (MAPS) and the Sunshine Lamp Trolley system.
- JATSO staff will complete long and short-range transit planning responsibilities.

Current Status:

- JATSO continues to assist MAPS with program support and administration.

Work Items:

- *Administration – 100%* - ($55,328)
  - The MAPS transit coordinator collects and records transit data and information and reports the data findings to local, state and federal government agencies.
  - The MAPS transit coordinator and JATSO staff use data and information to complete short and long-range planning responsibilities.
  - Transit coordinator monitors and analyzes Sunshine Lamp Trolley system.
  - Explore the feasibility of a Webb City trolley route.
  - Explore the feasibility of expanding MAPS services to include all communities in the MPO.

End Products:

- Transit coordinator carries out the daily operations of MAPS.
- Transit coordinator provides MoDOT and FTA with necessary transit data and documentation.

Schedule for Completion:

- Activities will be on-going from November 2012 through October 2013.

Budget:

Total Cost	Federal (80%)	Local Funds (20%)
$55,328	$ 44,262 (FTA Sec. 5307)	$ 11,066 (Joplin)

TASK 5. Transportation Corridor Studies

Objective: Study future traffic development patterns and access management measures for the redevelopment of various areas of the community.

Current Status: JATSO staff issued an RFQ and conducted a Qualifications Based Selection for consultant services for transportation corridor studies.

Work Items: Transportation corridor studies and access management plans will support redevelopment and new development along major corridors. Range Line Road, 7th Street, and various streets south of Interstate 44 between Hearnes Boulevard and Range Line Road are included in the plans.

End Products: Two traffic management strategy plans to address the redevelopment of areas that previously had insufficient traffic management facilities.

Public Participation:

- Public Participation is an important element when developing corridor studies. JATSO will hold stakeholder and public meetings to hear concerns and incorporate ideas into the plans generated from comments received.

Schedule for Completion:

- The selected consultant started in the fourth quarter of 2012 with the final draft anticipated to be adopted 2013.

Budget:

Total Cost	Federal Funds (80%)	Local Funds (20%)
$ 40,000	$ 32,000 (CPG Funds)	$ 8,000 (Joplin)

TASK 6. Programs, Software & Hardware

Objective: To maintain an interactive GIS website for the Joplin MPO.

Current Status: Midland GIS continues to host the www.joplinmogis.com website for the purposes of managing information. Staff is currently working towards incorporating additional information for any MPO local public or state agency that chooses to participate.

Work Items:

- *Maintaining the website* – 100% - ($7,200)
- *New hardware* – 100% - ($2,000)

End Products:

- Maintain an interactive GIS website that includes zoning, street, subdivision, parcel, and any other pertinent information.
- New portable electronic tablet that will allow staff to more effectively interact with the public.

Budget:

Total Cost	Federal Funds (80%)	Local Funds (20%)
$ 9,200	$ 7,360 (CPG Funds)	$ 1,840 (Joplin)

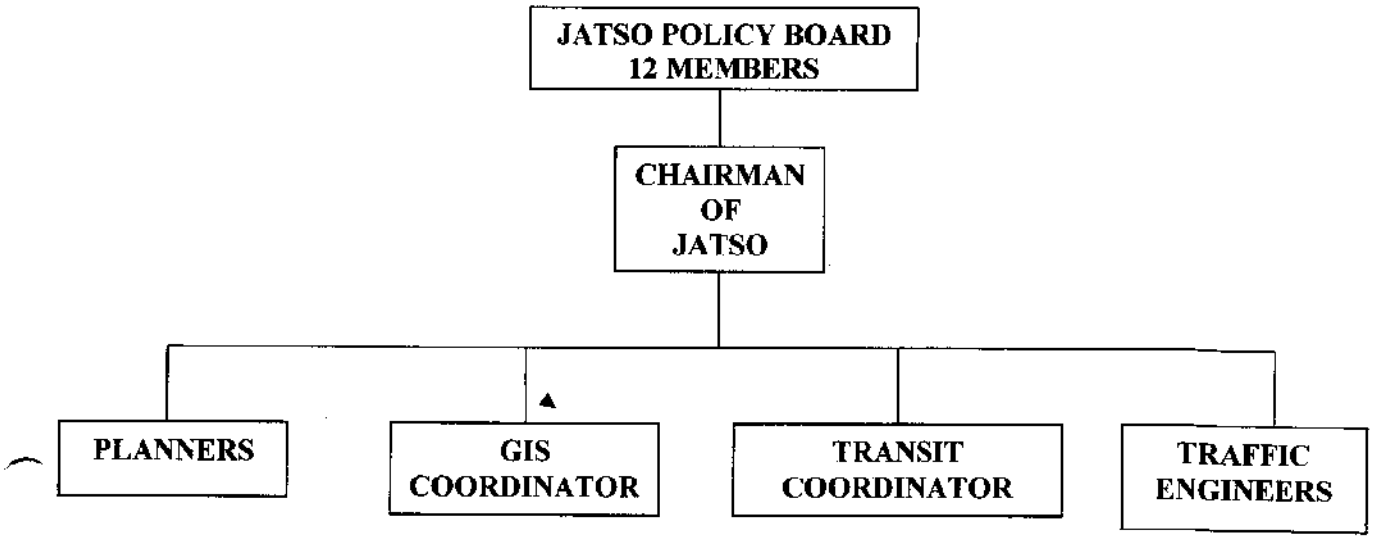
TASK FUNDING SUMMARY

Task	FHWA PL & FTA Section 5303 (CPG) Total Cost	FTA Section 5307	Local	Total Funds
1. Transportation Improvement Program	$ 6,598	$0	$ 1,649	$ 8,247
2. Unified Planning Work Program – Administration & Operations	$40,436	$0	$ 10,109	$50,545
3. Geographic Information Systems	$26,390	$0	$ 6,598	$32,988
4. Transit Planning	$0	$44,262	$ 11,066	$55,328
5. Transportation Corridor Studies	$32,000	$0	$8,000	$40,000
6. Programs, Software, & Hardware	$7,360	$0	$1,840	$9,200
7. Joplin Zoning Code Update	$64,000	$0	$16,000	$80,000
TOTAL	**$176,784**	**$44,262**	**$55,262**	**$276,308**

FHWA PL & FTA Section 5303 Funds (Consolidated Planning Grant) = $176,784
Local Match (20% of Consolidated Funds-FHWA PL Funds and FTA Section 5303 Funds) = $44,196
FTA Section 5307 Share = $44,262
Local Match (20% of Total Task Cost using FTA Section 5307 Funds) = $11,066

Joplin Area Transportation Study Organization (JATSO)
Organizational Chart

Staff is located at the City of Joplin offices and are dedicated to JATSO activities



COUNCIL BILL NO. 2012-106 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2012, through October 31, 2013, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause

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

Section 1. That the City enters into an Agreement with the State of Missouri, acting by and through the State Highway and Transportation Commission of Missouri, which will provide One hundred seventy-six thousand and seven hundred and eighty-four dollars ($176, 784) in consolidated planning funds under 23 U.S.C. Section 104(f) and 49 U.S.C. Section 5303, to complete comprehensive and transportation planning programs, a copy of said Agreement being attached hereto and made a part hereof by reference.

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

Section 3. This Ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____, 2012, by a vote of_____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 24, 2012
Council Bill No. 2012-154

Item: 26th Widening, Appraisal Consultant Agreement
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Consultant Agreement
3) Council Bill No. 2012-154

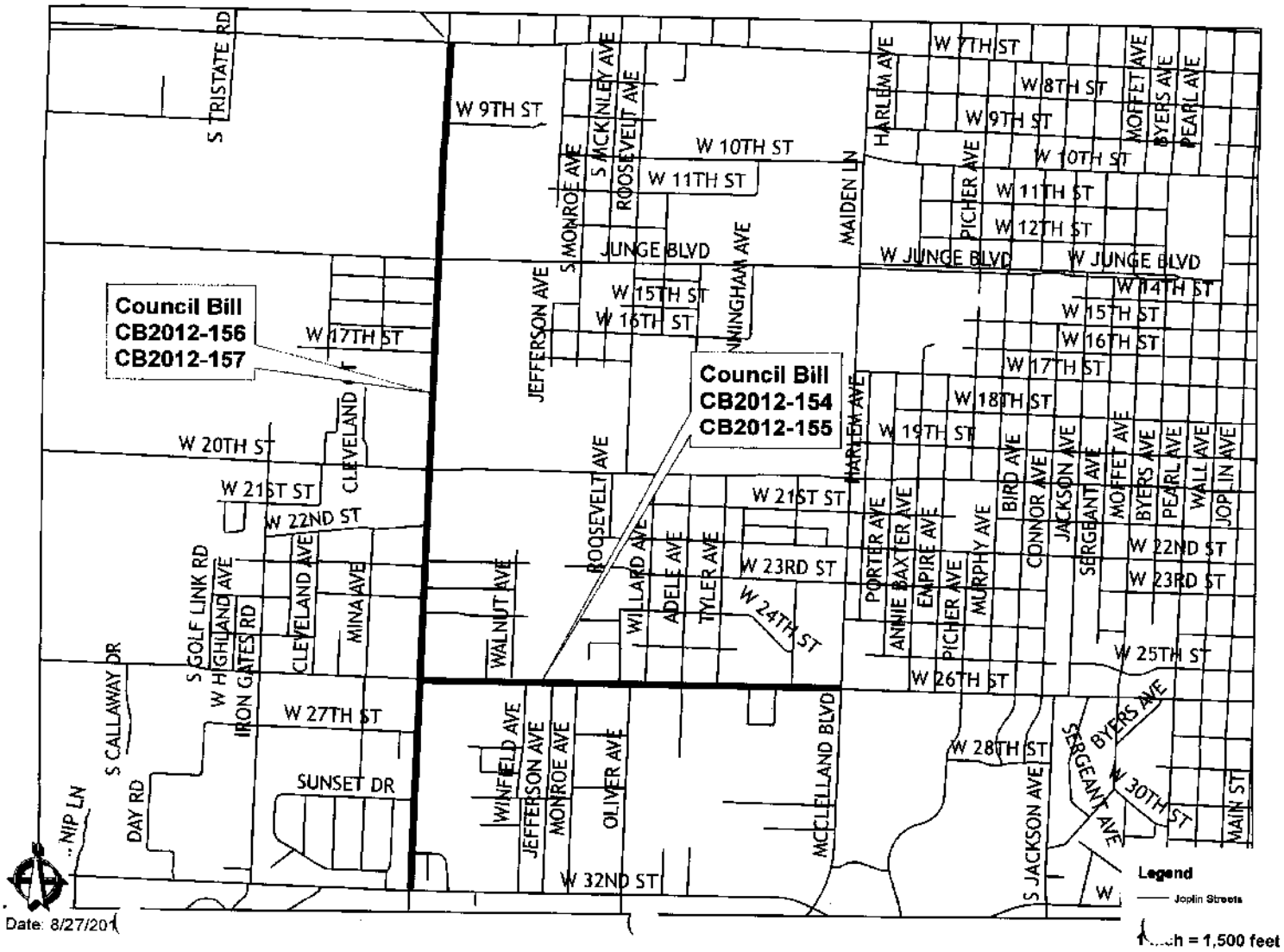
Department Head: David Hertzberg DH	Date: 9/13/12
Engineering Department: Jack Schaller JS	Date: 9-10-12
Finance Department: Leslie Jones LJ	Date: 9-14-12
City Attorney: Brian Head BH	Date: 9-14-12
City Manager: M. Mark Rohr MMR	Date: 9-14-12

Recommended Action: Approval of an Agreement with Sage Valuations in the amount of $23,250 for appraisal services for the 26th Street Widening Project, Maiden Lane to Schifferdecker Avenue.

Background: 26th Street is in need of widening from two lanes to three lanes due to the increase traffic volume over the last several years. This project was listed as priority number 12 on the previously passed 3/8-cent Transportation Sales Tax. The project will be jointly funded through the Transportation Sales Tax and the recently awarded Transportation Investment Generating Economic Recovery (TIGER) Grant. The estimated cost for this project is $1,881,250; including construction, engineering, surveying and right-of-way acquisition. City Staff sought and received qualifications from four firms for property evaluation services. The staff recommends Sage Valuations to provide appraisal services.

Discussion: Attached is the consultant agreement. This fee will cover the professional appraisals for the project. The total estimated fee for this project $23,250.

Recommendation: It is recommended that an award of the Agreement with Sage Valuations in the amount of $23,250 for appraisal services for the 26th Street Widening project be approved.


Council Bill
CB2012-156
CB2012-157
Council Bill
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PICHER AVE
MOFFET AVE
BYERS AVE
PEARL AVE
WALL AVE
JOPLIN AVE
BIRD AVE
CONNOR AVE
JACKSON AVE
SERGEANT AVE
MURPHY AVE
EMPIRE AVE
ANNIE BAXTER AVE
PORTER AVE
WILLARD AVE
ADELE AVE
TYLER AVE
WALNUT AVE
CLEVELAND AVE
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HIGHLAND AVE
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IRON GATES RD
S CALLAWAY DR
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NIP LN
SUNSET DR
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JEFFERSON AVE
MONROE AVE
OLIVER AVE
MCCLELLAND BLVD
S JACKSON AVE
MAIN ST
Legend
Joplin Streets
1 inch = 1,500 feet
Date: 8/27/201

COUNCIL BILL NO. 2012-154 ORDINANCE NO.

AN ORDINANCE approving the agreement between the City of Joplin and Sage Valuations in the amount of Twenty-Three Thousand Two Hundred Fifty and No/100 Dollars ($23,250.00) for appraisal services for the 26th Street Widening Project from Maiden Lane to Schifferdecker Avenue and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

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 Sage Valuations in the amount of Twenty-Three Thousand Two Hundred Fifty and No/100 Dollars ($23,250.00) for appraisal services for the 26th Street Widening Project, in the City of Joplin, be and the same is hereby approved.

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

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2012, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the City Improvement Sales Tax Fund Account Number 145-4565-520-8650 Project No. TC0511 to pay the amount called for in said Agreement.

_____
Leslie Jones, Director of Finance

CCO FORM: RW17
Approved: 04/92 (TWJ)
Revised: 01/06 (AR)
Modified:

County: Jasper
Street/Route: 26th Street
State Job No.: N/A
Project.: Schifferdecker to Maiden Lane

CITY OF JOPLIN, MISSOURI RIGHT OF WAY AND EASEMENT APPRAISAL AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF JOPLIN (hereinafter, "City"), acting herein by and through its City Administrator and/or Mayor, and SAGE VALUATIONS (hereinafter, "Contractor") whose address is 1914 East 48th Street, Joplin, MO 64804

WITNESSETH:

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

(1) APPRAISAL: In return for the fees as herein set out, Contractor shall furnish City with an appraisal setting forth an estimate of just compensation for each of the tracts or parcels of land set forth in Exhibit 1, attached hereto and incorporated herein by reference, in connection with the acquisition of right of way and easements for roadway construction of the 26th STREET WIDENING PROJECT.

(2) WRITTEN REPORT: Contractor shall, within a reasonable time and in no event no later than February 1st, 2013, furnish an electronic submission of each detailed appraisal, in accordance with the appraisal procedures as established and set forth by the Missouri Department of Transportation guidelines.

(3) NOTICE TO PROCEED: The Notice to Proceed will stipulate the date Contractor is expected to begin work. City will issue the Notice to Proceed in a separate letter upon City approval of this Agreement.

(4) CITY RESPONSIBILITIES: City will provide Contractor with complete right of way and easement plans and a legal description of each tract to be appraised and the names of the record owners. City will also provide the following information, if available: title information, plats, and any other relevant data. Contractor shall in no event be responsible for the failure to furnish the proper name or ownership of the tract involved, but if information comes to Contractor in the progress of its work indicating a different ownership, it shall notify City and include the new information in the appraisal.

(5) EVALUATION OF EQUIPMENT, MACHINERY, ETC.: The appraisal shall include the evaluation of all equipment, machinery or other appurtenances which are considered real property and are contained in any improvement on the property being appraised, however, if City determines that the property includes a substantial amount of equipment, machinery and other appurtenances which are part of the realty, but are not generally included in real estate appraisals, City will have the value of such equipment, machinery or other appurtenances, determined by competent evaluators. City shall furnish the conclusions of such evaluators to Contractor, the contributory value of which will be considered in establishing the value of the whole.

(6) COMPENSABLE ITEMS: Contractor agrees that personal property, loss of business or good will, or other items not generally compensable in eminent domain proceedings will not be considered in its determination of value. If there is any doubt as to whether certain portions of the property involved are real estate or personal property, City, at the request of Contractor, will designate an attorney to make a finding as to the status of such improvements. City will, through its attorneys, give legal advice relative to consideration of benefits chargeable to the property and as to compensable and noncompensable items.

(7) CONFIDENTIALITY: Contractor shall prepare the appraisal in each instance independent of any other appraiser employed by City for the same work. Contractor shall not furnish to any other person or persons, except by order of the court of proper jurisdiction or officials of the United States Department of Transportation when federal funds participate in the cost of the project, a copy of the appraisal or any information contained therein. The appraisal reports to City are confidential between the parties hereto and officials of the United States Department of Transportation when federal funds participate in the cost of the project and any breach of any confidence shall be considered a material breach of this Agreement. Contractor shall not disclose to third parties confidential factual matter provided by City except as may be required by statute, ordinance, or order of court, or as authorized by City. Contractor shall notify City immediately of any request for such information.

(8) APPRAISAL UPDATE: It is understood and agreed that the appraised value fixed in the appraisal report may be subsequently affected by economic conditions, laws, ordinances, etc. and that such value shall be valid only for a reasonable time after submission. Contractor shall update such appraisal reports or reappraise certain parcels as designated by City. Any additional compensation for an appraisal update must be in writing and attached as a supplement to this Agreement.

(9) COMPENSATION:

(A) SUBMISSION OF REPORTS AND BILLS: Contractor shall submit its reports to the attention of the City Administrator. Contractor shall periodically submit bills for services covering appraisals made during the contract period involved. Payment will be made approximately within a reasonable length of time after submission and approval of bills.

(10) FEES: Contractor shall receive a fee for each appraisal completed in

accordance with this contract as listed on Exhibit 2 attached hereto and incorporated herein.

(11) TRIAL PREPARATION AND COURT APPEARANCES: Contractor shall be available for consultation during trial preparation and appear in any court proceedings as requested by City's Attorney in support of Contractor's appraisals. Contractor shall receive a per diem rate based upon the current prevailing rate in Contractor's geographical area for such consultation and/or court appearances as agreed upon at the time such services are requested. Contractor will receive reimbursement for reasonable expenses incurred for such services.

(12) CHANGE IN SCOPE OR CHARACTER OF WORK: If for any reason due to changes in plans or otherwise, there shall be a change in the scope or character of the work to be performed by Contractor which necessitates a corresponding change in the amount of compensation, the parties hereto shall incorporate such changes in writing as a supplement to this Agreement. Under no circumstances shall Contractor proceed with the appraisal until the supplemental agreement is executed by both parties.

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

(14) TERMINATION:

(A) FOR CAUSE: In the event Contractor shall fail to comply with the terms of this Agreement or the progress or quality of the work is unsatisfactory, City shall have the right to terminate this Agreement upon written notice. If this Agreement is terminated under this provision, City shall pay Contractor only for those appraisals satisfactorily completed, as determined by City, and such appraisals will be the property of City.

(B) FOR PROJECT DELAY, CANCELLATION, ETC.: Should the project covered by this Agreement be postponed, delayed or otherwise cancelled by City, the City shall have the right to terminate this Agreement. In the event this Agreement is terminated under this provision or in the event it is terminated because of illness of Contractor or for other reasons not due to any fault on the part of Contractor, all work completed or partially completed prior to notice of termination of this Agreement shall be the property of City, and will be paid for in proportion to its value to City as determined by the City Administrator and the City Engineer.

(15) EXTENSION OF TIME: The length of time given this Agreement, as shown in Paragraph 2, will not be extended without the approval of the City. Any and all changes to this time period must be in writing and approved in advance by the City.

(16) DISPUTE RESOLUTION: In the event of any dispute concerning a question of fact in connection with the work, the City Administrator shall make a determination of such fact and his/her decision shall be final.

(17) INDEMNIFICATION: The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death or property damage, suffered as a result of the Contractor performance under this Agreement, the Contractor assumes the obligation to save the City, including its agents, employees and assigns harmless, and to indemnify the City, including its agents, employees and assigns, from every expense, liability or payment arising out of such negligent act, including legal fees. The Contractor also agrees to hold the City, including its agents, employees and assigns, harmless from any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement.

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

(19) PROFESSIONAL STANDARDS: Contractor will follow accepted principles and techniques in the evaluation of real estate.

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

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

(22) CONTRACTOR DETERMINATIONS: Contractor will personally make all determinations required in the appraisal, except data involving measurements, mechanical calculations, entries on public records and computation of construction costs. Elements of the appraisal not requiring the personal professional opinion of Contractor may be delegated to others under the direct supervision of and employed by Contractor, i.e. stenographic assistance. All determinations of value are to be the sole responsibility of Contractor.

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

(A) Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act.

(B) Executive Order: The Contractor shall comply with all the provisions of Executive Order 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order which promulgates a Code of Fair Practices in regard to nondiscrimination is incorporated herein by reference and made a part of this Agreement. This Executive Order prohibits discriminatory practices by the state, the Contractor or its subcontractors based on race, color, religion, national origin, sex, age, disability or veteran status.

(C) Nondiscrimination: The Contractor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

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

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

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

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

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

(24) STATUS AS INDEPENDENT CONTRACTOR: The parties agree that Contractor, as an independent contractor, is responsible for obtaining and maintaining adequate insurance coverage, at no cost to City, for workers' compensation, general liability, automobile liability, professional liability, and any other insurance required by law or deemed necessary by Contractor.

(25) CERTIFICATE OF APPRAISER: Contractor shall execute and affix a copy of the Certificate of Appraiser to each copy of the appraisal report as prepared by authority of this Agreement.

(26) WORK PRODUCT: All documents, reports, exhibits, drawings, etc. prepared by the Contractor under this Agreement or in performance of services hereunder, shall be delivered to and become the property of the City upon termination of this Agreement or completion of any study authorized under the terms of this Agreement. The Contractor may retain copies of all drawings and documents for its files.

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

Executed by the Contractor this 27th day of August, 2012.

Executed by the City this ____ day of _____, 20__.

CITY OF JOPLIN, MISSOURI

_____
(Signature)

Title _____

CONTRACTOR

_____
(Signature)

SAGE VALUATIONS
(Typed or printed name)

SAGE VALUATIONS

APPRAISAL, APPRAISAL REVIEW & CONSULTING SERVICES

AUGUST 27TH, 2012

CITY OF JOPLIN
602 SOUTH MAIN
JOPLIN, MO 64801

26TH STREET PROJECT

ATTENTION: DAVE HUNT

ENGINEERING DEPARTMENT

DEAR MR. HUNT:

BELOW ARE THE FEES ASSOCIATED FOR APPRAISAL WORK ON THE 26ST STREET PROJECT. THE OWNER'S NAMES ARE AS SHOWN ON THE PLANS. INCLUDED WITH THE NAMES ARE THE ADDRESSES AND PROPOSED FEES.

OWNER	*ADDRESS*	*ACQUISITION*	*FEE PROPOSAL*
SCHIFFERDECKER ST.			
TANKERSLEY	2915	RW, TE	$500
INGRAM	NOT GIVEN	RW	$500
KERSEY	NOT GIVEN	RW, PE	$750
WARD	2911	RW, TE	$500
PASMORE	2907	RW, TE	$500
BROWER	NOT GIVEN	RW, TE	$500
ERMAN	NOT GIVEN	RW, TE	$500
HAASE TR	NOT GIVEN	RW, TE	$500
ERMAN	NOT GIVEN	RW, TE	$500
SOMMER	NOT GIVEN	TE	$500
MYLINDA LEAH LANE			
GWALTNEY	2621	RW	$500
MILLER	2816	TE	$500
FOSTER	2810	TE	$500
CARDER	NOT GIVEN	TE	$500
WALNUT AVE			
DELANGE	NOT GIVEN	RW	$500
WINFIELD AVE			
JEFFERSON AVE			
MEDLICOTT	2602 MONROE	RW	$500
MONROE AVE			
CARR	2603 MONROE	RW, TE	$500
GRAHAM	2230	TE	$500
MCCOY	2218	TE	$500

OWNER	*ADDRESS*	*ACQUISITION*	*FEE PROPOSAL*
ROOSEVELT AVE			
HATFIELD	2202	RW, TE	$500
OLIVER AVE			
PARKER PROP	2532 WILLARD	RW, TE	$500
MCKEEL	NOT GIVEN	RW	$500
MORGAN	NOT GIVEN	TE	$500
WILLARD AVE			
LANDIS	2532	RW	$500
LANDIS	2019	RW	$500
TOBY	2020	TE	$500
HESS	1826		
BARR	1824	TE	$500
HARRINGTON	2011-2001	RW	$500
ADELE AVE			
LOHSE	NOT GIVEN	RW, PE	$500
ELKS ASSOC	NOT GIVEN	TE	$500
TYLER AVE			
WILKERSON	2531	RW, TE	$500
CUNNINGHAM AVE			
JOSEPH	NOT GIVEN	TE	$500
MCCOY AVE			
GARVIN	SE COR	RW, TE	$500
SMITH	1831	RW, TE	$500
W. COOK	NOT GIVEN	RW, TE	$500
V. COOK	NOT GIVEN	RW, TE	$500
RICKEY	1618	TE	$500
MARIPOSA	NOT GIVEN	RW, TE	$1,000
JOSEPH	NOT GIVEN	TE	$500
FOUR ST	2602 MCCLELLAND	RW	$1,500
IKERD	2530 MAIDEN LN	RW, TE	$1,500
		TOTAL	$23,250

AVERAGE PRICE PER APPRAISAL: $567.07 ($23,250/41 TRACTS)

PLEASE FEEL FREE TO CONTACT ME FOR ANY ADDITIONAL INFORMATION. IT IS NOTED THAT SOME OF THE PROPERTY OWNERS HAVE CHANGED FROM WHAT THE PLANS INDICATE. ALSO, IT IS NOTED THAT THE FEE AND TOTAL NUMBER OF TRACTS ARE SLIGHTLY DIFFERENT FROM THE FIRST BID SUBMISSION IN MAY.

RESPECTFULLY SUBMITTED,

LES A. SAGE
MISSOURI CERTIFIED GENERAL REAL ESTATE APPRAISER

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 24, 2012
Council Bill No. 2012-155

Item: 26th Widening, Review Appraisal Consultant Agreement
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Consultant Agreement
3) Council Bill No. 2012-155

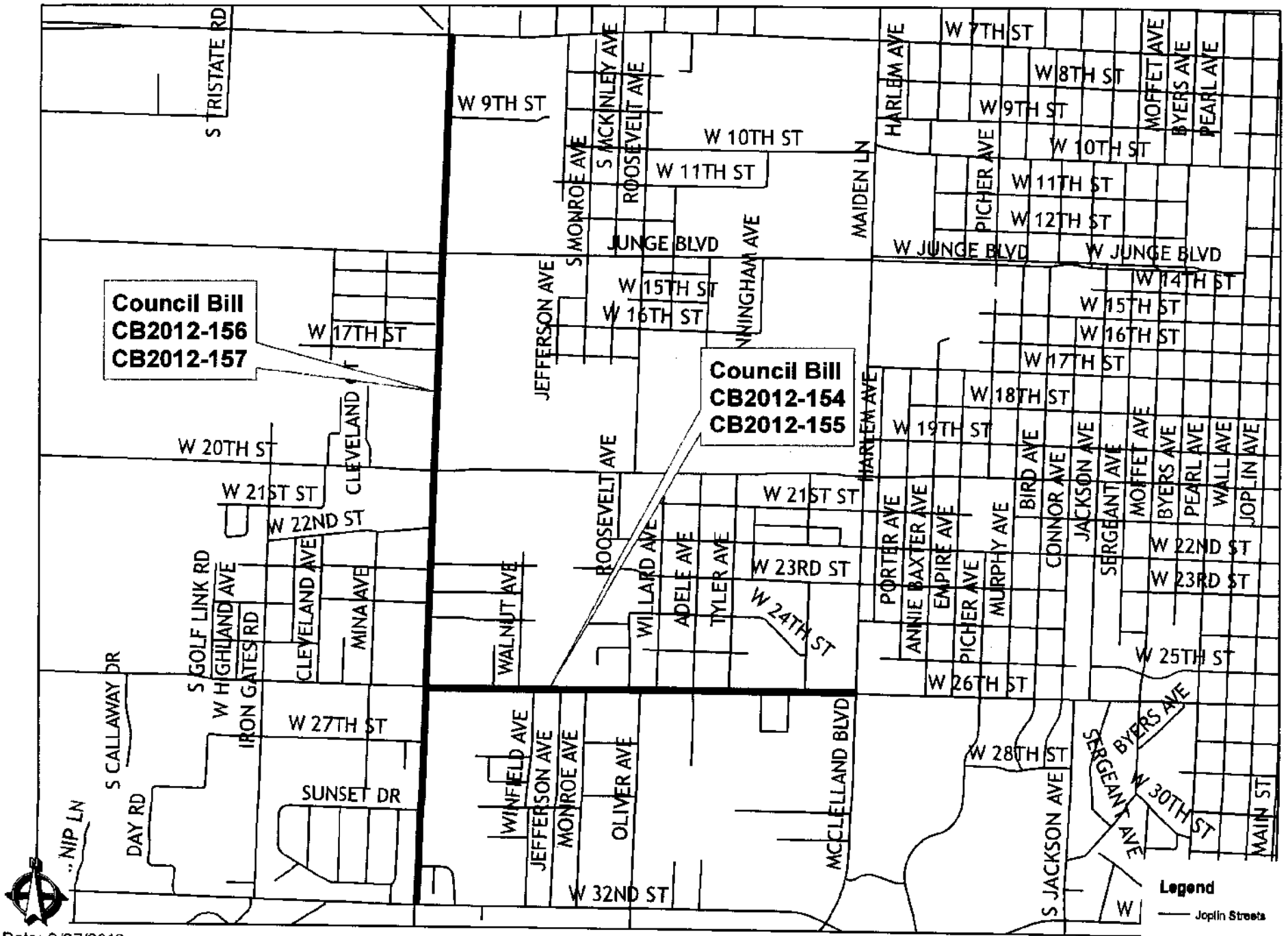
Department Head: David Hertzberg DLH	Date: 9/13/12
Engineering Department: Jack Schaller JS	Date: 9-10-12
Finance Department: Leslie Jones LJ	Date: 9-14-12
City Attorney: Brian Head	Date: 9-14-12
City Manager: M. Mark Rohr	Date: 9-14-12

Recommended Action: Approval of an Agreement with LSA Appraisal Services in the amount of $16,800 for review appraisal services for the 26th Street Widening Project, Maiden Lane to Schifferdecker Avenue.

Background: 26th Street is in need of widening from two lanes to three lanes due to the increase traffic volume over the last several years. This project was listed as priority number 12 on the previously passed 3/8-cent Transportation Sales Tax. The project will be jointly funded through the Transportation Sales Tax and the recently awarded Transportation Investment Generating Economic Recovery (TIGER) Grant. The estimated cost for this project is $1,881,250; including construction, engineering, surveying and right-of-way acquisition. City Staff sought and received qualifications from four firms for property evaluation services. The staff recommends LSA Appraisal Services to provide review appraisal services.

Discussion: Attached is the consultant agreement. This fee will cover the professional review appraisals for the project.

Recommendation: It is recommended that an award of the Agreement with LSA Appraisal Services in the amount not to exceed $16,800 for review appraisal services for the 26th Street Widening project be approved.


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SUNSET DR
S CALLAWAY DR
DAY RD
S GOLF LINK RD
W HIGHLAND AVE
IRON GATES RD
CLEVELAND AVE
CLEVELAND
MINA AVE
WALNUT AVE
JEFFERSON AVE
S MONROE AVE
S MCKINLEY AVE
ROOSEVELT AVE
NINGHAM AVE
MAIDEN LN
HARLEM AVE
WILLARD AVE
ADELE AVE
TYLER AVE
PORTER AVE
ANNIE BAXTER AVE
EMPIRE AVE
PICHER AVE
MURPHY AVE
BIRD AVE
CONNOR AVE
JACKSON AVE
SERGEANT AVE
MOFFET AVE
BYERS AVE
PEARL AVE
WALL AVE
JOPLIN AVE
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W 23RD ST
W 25TH ST
WINFIELD AVE
JEFFERSON AVE
MONROE AVE
OLIVER AVE
MCCLELLAND BLVD
S JACKSON AVE
SERGEANT AVE
BYERS AVE
W 30TH ST
MAIN ST
NIP LN
Legend
Joplin Streets
Date: 8/27/2012
ch = 1,500 feet

AGREEMENT FOR
PROFESSIONAL CONTRACT APPRAISAL REVIEW SERVICES

THIS AGREEMENT, made on this 24th day of August, 2012, by and between the City of Joplin, Missouri, whose address is 602 Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and LSA Appraisals, 9209 Esther Road, Carthage, Missouri, hereinafter referred to as the "Appraisal Firm" for professional contract appraisal review services on 26th Street and Schifferdecker Street herein referred to as the "Projects".

WHEREAS, the City desires to retain a professional appraisal firm to assist the City in performing review appraisals for properties on the 26th Street and Schifferdecker Street in Joplin, Missouri.

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I - SERVICES

The Appraisers agree to diligently perform in a professional and workmanlike manner the following services:

A. Perform review appraisals on the entire projects as more specifically set forth in the Description of Services, attached hereto as Attachment "A" and incorporated by reference.

ARTICLE II - AGREEMENT TIME

This Agreement becomes effective upon execution of this Agreement and it will terminate upon the completion of Appraiser's duties and obligations under this Agreement. The Appraiser will complete its services in accordance with the Project Timeline as more specifically set forth in Attachment "B".

ARTICLE III - GENERAL CONDITIONS

1. The Appraisal Firm shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary insurance.

2. The Appraisal Firm shall prosecute the work in a diligent manner.

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

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

5. In performance of the work covered by this Agreement, the Appraisal Firm shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

6. Possession of working papers, project reports and other materials produced in connection with this Agreement shall be retained by the Appraisal Firm. The Appraisal Firm shall provide copies for City of such records upon request.

7. City shall have the right to make changes within the general scope, type of report requested, change in project plans creating a change in a report or any other Appraisal Firm's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President of the Appraisal Firm.

ARTICLE IV - RESPONSIBILITIES

The Appraisal Firm shall:

1. Provide a staff that is experienced in performing the work described in its Proposal, including the staff described in the Proposal.

2. Deliver in a timely manner all services specified in the Proposal.

3. Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with The Uniform Standards of Professional Appraisal Practice. If Appraisal Firm fails to meet the foregoing standard, Appraisal Firm will perform at its own cost, and without additional reimbursement from City the Appraisal practices necessary to correct errors and omissions caused by Appraisal Firms failure to comply with above standard provided said errors or omissions are reported to the Appraisal Firm within one year from the completion of Appraisal Firm's services for this Project.

ARTICLE V - COSTS AND PAYMENTS

1. The City will be billed by invoice for professional time and services provided by the Appraisal Firm in the amount of $400 per review appraisal. Each appraisal submitted will include an invoice as described above.

2. Appraisal Firm shall prepare and submit an invoice to the City as each appraisal is delivered to the City and City will pay said invoice within thirty (30) days of receipt; and (b) For any additional services requested or report changes, the Appraisal Firm shall submit an invoice for the service at the time the report or service is completed as provided in Attachment "B" for all additional services required and/or rendered. Said additional services shall include, but not limited to: any required meetings, phone conversations, necessary appearances, conferences, court appearances, depositions, any requirements of the court, waiting time prior to or after court appearances, being "on call" for court or attorneys, travel time to and from any of the above will be billed at $100 per hour.

ARTICLE VI - AGREEMENT

This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

ARTICLE VII - MISCELLANEOUS

A. 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.

B. 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.

C. ENTIRE AGREEMENT. This Agreement (including any Attachments) 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.

D. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City or Appraisal Firm be required to institute legal action to enforce any of its rights set forth in this Agreement, then each party shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as a result of breaching this Agreement, as determined by the Court in any such cause of action.

E. 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.

F. 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.

G. 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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written above.

FOR THE APPRAISAL FIRM

BY: _____
Anthony E. Rea, President

FOR THE CITY

BY: _____
Mark Rohr, City Manager

ATTEST: _____
Barbara Hogelin, City Clerk

APPROVED TO FORM:

_____
Brian W. Head, City Attorney

ATTACHMENT "A"

SCOPE OF WORK:

Whereas the City of Joplin has requested and the Appraisal Firm has agreed to review all appraisal reports for the following projects:

The entire projects are divided into two separate sections with timelines as follows:

1. 26th Street; completed no later than February 13, 2013
2. Schifferdecker Street; completed no later than February 13, 2013

The above referenced timelines assume no delays from sources outside the Appraisal Firm. Note the timelines are the last date all reports will be completed within the section. However, the reports may be completed prior to the dates described above.

ATTACHMENT "B"

All additional services for the project will be provided at the hourly rate of $100.00 per hour. Said additional services shall include, but not limited to: any required meetings, phone conversations, necessary appearances, testimonies, conferences, court appearances, depositions, any requirements of the court, waiting time prior to or after court appearances, being "on call" for court or attorneys, travel time to and from any of the above. Appearance fees will begin from the appraiser leaving the office to the appraiser returning to the office with a minimum of two hour fee per necessary appearance.

COUNCIL BILL NO. 2012- 155 ORDINANCE NO.

AN ORDINANCE approving an agreement between the City of Joplin and LSA Appraisal Services in the amount of Sixteen Thousand Eight Hundred and No/100 Dollars ($16,800) for review appraisal services for the 26th Street Widening Project from Maiden Lane to Schifferdecker Avenue and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

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

Section 1. That the agreement by and between the City if Joplin, Missouri and LSA Appraisal Services in the amount of Sixteen Thousand Eight Hundred and No/100 Dollars ($16,800) for review appraisal services for the 26th Street Widening Project, in the City of Joplin, be and the same is hereby approved.

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

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2012, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the City Improvement Sales Tax Fund Account Number 145-4565-520-8650 Project No. TC0511 to pay the amount called for in said Agreement.

_____
Leslie Jones, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 24, 2012
Council Bill No. 2012-156

Item: Schifferdecker Widening , Appraisal Consultant Agreement
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Consultant Agreement
3) Council Bill No. 2012-156

Department Head: David Hertzberg DH	Date: 9/13/12
Engineering Department: Jack Schaller JS	Date: 9-17-12
Finance Department: Leslie Jones LJ	Date: 9-14-12
City Attorney: Brian Head BH	Date: 9-14-12
City Manager: Mark Rohr MR	Date: 9-14-12

Recommended Action: Approval of an Agreement with Sage Valuations in the amount of $12,500 for appraisal services for the Schifferdecker Widening Project, 7th to 32nd Street.

Background: Schifferdecker Avenue is in need of widening to three five lanes due to the increase traffic volume over the last several years. This project was listed as priority number 9 on the previously passed 3/8-cent Transportation Sales Tax. The project will be jointly funded through the Transportation Sales Tax and the recently awarded Transportation Investment Generating Economic Recovery (TIGER) Grant. The estimated cost for the final phase of the project is $2,687,500; including construction, engineering, surveying and right-of-way acquisition. City Staff sought and received qualifications from four firms for property evaluation services. The staff recommends Sage Valuations to provide appraisal services.

Discussion: Attached is the consultant agreement. This fee will cover the professional appraisals for the project. The total estimated fee for this project $12,500.

Recommendation: It is recommended that an award of the Agreement with Sage Valuations in the amount of $12,500 for appraisal services for the Schifferdecker Widening project be approved.

Date: 8/27/20
NIP LN
S CALLAWAY DR
DAY RD
S GOLF LINK RD
W HIGHLAND AVE
IRON GATES RD
W 20TH ST
W 21ST ST
W 22ND ST
CLEVELAND AVE
MINA AVE
CLEVELAND
SUNSET DR
W 27TH ST
W 17TH ST
Council Bill
CB2012-156
CB2012-157
S TRISTATE RD
W 9TH ST
WINFIELD AVE
JEFFERSON AVE
MONROE AVE
OLIVER AVE
W 32ND ST
WALNUT AVE
ROOSEVELT AVE
JEFFERSON AVE
S MONROE AVE
S MCKINLEY AVE
ROOSEVELT AVE
W 16TH ST
W 15TH ST
JUNGE BLVD
W 11TH ST
W 10TH ST
WILLARD AVE
ADELE AVE
TYLER AVE
Council Bill
CB2012-154
CB2012-155
W 24TH ST
W 23RD ST
W 21ST ST
MCCLELLAND BLVD
HARLEM AVE
MAIDEN LN
HARLEM AVE
PORTER AVE
ANNIE BAXTER AVE
EMPIRE AVE
PICHER AVE
MURPHY AVE
W 19TH ST
W 18TH ST
W 17TH ST
W 16TH ST
W 15TH ST
W 14TH ST
W JUNGE BLVD
PICHER AVE
W 12TH ST
W 11TH ST
W 10TH ST
W 9TH ST
W 8TH ST
W 7TH ST
W 26TH ST
W 28TH ST
BIRD AVE
CONNOR AVE
JACKSON AVE
S JACKSON AVE
SERGEANT AVE
MOFFET AVE
BYERS AVE
PEARL AVE
WALL AVE
JOPLIN AVE
MAIN ST
W 30TH ST
W 25TH ST
W 23RD ST
W 22ND ST
MOFFET AVE
BYERS AVE
PEARL AVE
Legend
Joplin Streets
ch = 1,500 feet

CCO FORM: RW17
Approved: 04/92 (TWJ)
Revised: 01/06 (AR)
Modified:

County: Jasper
Street/Route: SCHIFFERDECKER
State Job No.: N/A
Project.: 7th Street to 32nd Street

CITY OF JOPLIN, MISSOURI RIGHT OF WAY AND EASEMENT APPRAISAL AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF JOPLIN (hereinafter, "City"), acting herein by and through its City Administrator and/or Mayor, and SAGE VALUATIONS (hereinafter, "Contractor") whose address is 1914 East 48th Street, Joplin, MO 64804

WITNESSETH:

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

(1) APPRAISAL: In return for the fees as herein set out, Contractor shall furnish City with an appraisal setting forth an estimate of just compensation for each of the tracts or parcels of land set forth in Exhibit 1, attached hereto and incorporated herein by reference, in connection with the acquisition of right of way and easements for roadway construction of the **SCHIFFERDECKER STREET WIDENING PROJECT**.

(2) WRITTEN REPORT: Contractor shall, within a reasonable time and in no event no later than February 1st, 2013, furnish an electronic submission of each detailed appraisal, in accordance with the appraisal procedures as established and set forth by the Missouri Department of Transportation guidelines.

(3) NOTICE TO PROCEED: The Notice to Proceed will stipulate the date Contractor is expected to begin work. City will issue the Notice to Proceed in a separate letter upon City approval of this Agreement.

(4) CITY RESPONSIBILITIES: City will provide Contractor with complete right of way and easement plans and a legal description of each tract to be appraised and the names of the record owners. City will also provide the following information, if available: title information, plats, and any other relevant data. Contractor shall in no event be responsible for the failure to furnish the proper name or ownership of the tract involved, but if information comes to Contractor in the progress of its work indicating a different ownership, it shall notify City and include the new information in the appraisal.

(5) EVALUATION OF EQUIPMENT, MACHINERY, ETC.: The appraisal shall include the evaluation of all equipment, machinery or other appurtenances which are considered real property and are contained in any improvement on the property being appraised, however, if City determines that the property includes a substantial amount of equipment, machinery and other appurtenances which are part of the realty, but are not generally included in real estate appraisals, City will have the value of such equipment, machinery or other appurtenances, determined by competent evaluators. City shall furnish the conclusions of such evaluators to Contractor, the contributory value of which will be considered in establishing the value of the whole.

(6) COMPENSABLE ITEMS: Contractor agrees that personal property, loss of business or good will, or other items not generally compensable in eminent domain proceedings will not be considered in its determination of value. If there is any doubt as to whether certain portions of the property involved are real estate or personal property, City, at the request of Contractor, will designate an attorney to make a finding as to the status of such improvements. City will, through its attorneys, give legal advice relative to consideration of benefits chargeable to the property and as to compensable and noncompensable items.

(7) CONFIDENTIALITY: Contractor shall prepare the appraisal in each instance independent of any other appraiser employed by City for the same work. Contractor shall not furnish to any other person or persons, except by order of the court of proper jurisdiction or officials of the United States Department of Transportation when federal funds participate in the cost of the project, a copy of the appraisal or any information contained therein. The appraisal reports to City are confidential between the parties hereto and officials of the United States Department of Transportation when federal funds participate in the cost of the project and any breach of any confidence shall be considered a material breach of this Agreement. Contractor shall not disclose to third parties confidential factual matter provided by City except as may be required by statute, ordinance, or order of court, or as authorized by City. Contractor shall notify City immediately of any request for such information.

(8) APPRAISAL UPDATE: It is understood and agreed that the appraised value fixed in the appraisal report may be subsequently affected by economic conditions, laws, ordinances, etc. and that such value shall be valid only for a reasonable time after submission. Contractor shall update such appraisal reports or reappraise certain parcels as designated by City. Any additional compensation for an appraisal update must be in writing and attached as a supplement to this Agreement.

(9) COMPENSATION:

(A) SUBMISSION OF REPORTS AND BILLS: Contractor shall submit its reports to the attention of the City Administrator. Contractor shall periodically submit bills for services covering appraisals made during the contract period involved. Payment will be made approximately within a reasonable length of time after submission and approval of bills.

(10) FEES: Contractor shall receive a fee for each appraisal completed in

accordance with this contract as listed on Exhibit 2 attached hereto and incorporated herein.

(11) TRIAL PREPARATION AND COURT APPEARANCES: Contractor shall be available for consultation during trial preparation and appear in any court proceedings as requested by City's Attorney in support of Contractor's appraisals. Contractor shall receive a per diem rate based upon the current prevailing rate in Contractor's geographical area for such consultation and/or court appearances as agreed upon at the time such services are requested. Contractor will receive reimbursement for reasonable expenses incurred for such services.

(12) CHANGE IN SCOPE OR CHARACTER OF WORK: If for any reason due to changes in plans or otherwise, there shall be a change in the scope or character of the work to be performed by Contractor which necessitates a corresponding change in the amount of compensation, the parties hereto shall incorporate such changes in writing as a supplement to this Agreement. Under no circumstances shall Contractor proceed with the appraisal until the supplemental agreement is executed by both parties.

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

(14) TERMINATION:

(A) FOR CAUSE: In the event Contractor shall fail to comply with the terms of this Agreement or the progress or quality of the work is unsatisfactory, City shall have the right to terminate this Agreement upon written notice. If this Agreement is terminated under this provision, City shall pay Contractor only for those appraisals satisfactorily completed, as determined by City, and such appraisals will be the property of City.

(B) FOR PROJECT DELAY, CANCELLATION, ETC.: Should the project covered by this Agreement be postponed, delayed or otherwise cancelled by City, the City shall have the right to terminate this Agreement. In the event this Agreement is terminated under this provision or in the event it is terminated because of illness of Contractor or for other reasons not due to any fault on the part of Contractor, all work completed or partially completed prior to notice of termination of this Agreement shall be the property of City, and will be paid for in proportion to its value to City as determined by the City Administrator and the City Engineer.

(15) EXTENSION OF TIME: The length of time given this Agreement, as shown in Paragraph 2, will not be extended without the approval of the City. Any and all changes to this time period must be in writing and approved in advance by the City.

(16) DISPUTE RESOLUTION: In the event of any dispute concerning a question of fact in connection with the work, the City Administrator shall make a determination of such fact and his/her decision shall be final.

(17) INDEMNIFICATION: The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death or property damage, suffered as a result of the Contractor performance under this Agreement, the Contractor assumes the obligation to save the City, including its agents, employees and assigns harmless, and to indemnify the City, including its agents, employees and assigns, from every expense, liability or payment arising out of such negligent act, including legal fees. The Contractor also agrees to hold the City, including its agents, employees and assigns, harmless from any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement.

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

(19) PROFESSIONAL STANDARDS: Contractor will follow accepted principles and techniques in the evaluation of real estate.

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

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

(22) CONTRACTOR DETERMINATIONS: Contractor will personally make all determinations required in the appraisal, except data involving measurements, mechanical calculations, entries on public records and computation of construction costs. Elements of the appraisal not requiring the personal professional opinion of Contractor may be delegated to others under the direct supervision of and employed by Contractor, i.e. stenographic assistance. All determinations of value are to be the sole responsibility of Contractor.

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

(A) Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act.

(B) Executive Order: The Contractor shall comply with all the provisions of Executive Order 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order which promulgates a Code of Fair Practices in regard to nondiscrimination is incorporated herein by reference and made a part of this Agreement. This Executive Order prohibits discriminatory practices by the state, the Contractor or its subcontractors based on race, color, religion, national origin, sex, age, disability or veteran status.

(C) Nondiscrimination: The Contractor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

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

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

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

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

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

(24) STATUS AS INDEPENDENT CONTRACTOR: The parties agree that Contractor, as an independent contractor, is responsible for obtaining and maintaining adequate insurance coverage, at no cost to City, for workers' compensation, general liability, automobile liability, professional liability, and any other insurance required by law or deemed necessary by Contractor.

(25) CERTIFICATE OF APPRAISER: Contractor shall execute and affix a copy of the Certificate of Appraiser to each copy of the appraisal report as prepared by authority of this Agreement.

(26) WORK PRODUCT: All documents, reports, exhibits, drawings, etc. prepared by the Contractor under this Agreement or in performance of services hereunder, shall be delivered to and become the property of the City upon termination of this Agreement or completion of any study authorized under the terms of this Agreement. The Contractor may retain copies of all drawings and documents for its files.

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

Executed by the Contractor this 27th day of August, 2012.

Executed by the City this ____ day of _____, 20__.

CITY OF JOPLIN, MISSOURI

_____
(Signature)

Title _____

CONTRACTOR

_____
(Signature)

SAGE VALUATIONS
(Typed or printed name)

SAGE VALUATIONS

APPRAISAL, APPRAISAL REVIEW & CONSULTING SERVICES

AUGUST 27TH, 2012

CITY OF JOPLIN
602 SOUTH MAIN
JOPLIN, MO 64801

SCHIFFERDECKER STREET PROJECT

ATTENTION: DAVE HUNT

ENGINEERING DEPARTMENT

DEAR MR. HUNT:

BELOW THE FEES ASSOCIATED WITH THE SCHIFFERDECKER PROJECT. THE OWNER'S NAMES ARE AS THEY APPEAR ON THE PLANS.

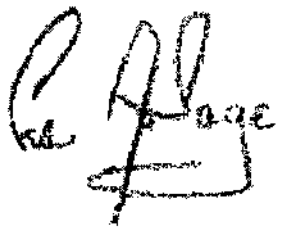
OWNER	*ADDRESS*	*ACQUISITION*	*FEE*
PROPOSAL			
7TH ST.			
ABLE	1000	TE	$1,000
JUNGE BLVD			-
14TH -20TH STREETS			-
RRRW			-
22ND STREET			-
VAUGN	2206	TE	$500
23RD STREET			-
FREEMAN	2302	TE	$500
24TH STREET			-
BROWN	2408	TE	$500
GILBERT	2420	PE	$500
BROWN	2430	PE	$500
LAYASSE	2440	PE	$500
GILTNER	2442	PE	$500
DEEM	3033 W 26TH	PE	$500
26TH STREET			-
WOOD	NOT GIVEN	PE	$500
ROGERS	2618	PE	$500
MANSON	2622	PE	$500
RANDALL	2630	PE,TE	$500
27TH STREET			-
PARKER PROP.	NOT GIVEN	PE, TE	$500
WINFIELD AVE			-

OWNER	*ADDRESS*	*ACQUISITION*			*FEE PROPOSAL*
BRADSHAW	2702 WASHINGTON	TE		$500	
HAWKINS	2711 WASHINGTON	TE	$500		
PARKER PROP	NOT GIVEN	TE		$500	
DOWNEY TR	2730	TE	$500		
DRIVER	3001 SUNSET	TE		$500	
MILLER	3002 SUNSET	PE, TE			$500
CURE	3017 SUNSET	PE, TE			$500
SCHWAB	3031 SUNSET	PE	$500		
GOLD TR	NONE GIVEN	PE	$500		
LOYCO ENT	NONE GIVEN	PE		$500	
		TOTAL	$12,500		

AVERAGE PRICE PER APPRAISAL: $520.83 ($12,500/24 TRACTS)

FOR ADDITIONAL SERVICES SUCH AS: MEETINGS WITH COURT APPOINTED COMMISSIONERS, COURT TESTIMONY, MEETINGS WITH CITY OFFICIALS, ETC. THE HOURLY RATE IS $150 PER HOUR. PLEASE FEEL FREE TO CONTACT ME FOR ANY ADDITIONAL INFORMATION.

RESPECTFULLY SUBMITTED,



LES A. SAGE
MISSOURI CERTIFIED GENERAL REAL ESTATE APPRAISER

COUNCIL BILL NO. 2012-156 ORDINANCE NO.

AN ORDINANCE approving an agreement between the City of Joplin and Sage Valuations in the amount of Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00) for appraisal services for the Schifferdecker Widening Project from 7th to 32nd Street and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin, Missouri and Sage Valuations in the amount of Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00) for appraisal services for the Schifferdecker Widening Project, in the City of Joplin, be and the same is hereby approved.

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

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2012, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the City Improvement Sales Tax Fund Account Number 145-4565-520-8650 Project No. TC0509 to pay the amount called for in said Agreement.

_____
Leslie Jones, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 24, 2012
Council Bill No. 2012-157

Item: Schifferdecker Widening, Review Appraisal Consultant Agreement
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Consultant Agreement
3) Council Bill No. 2012-157

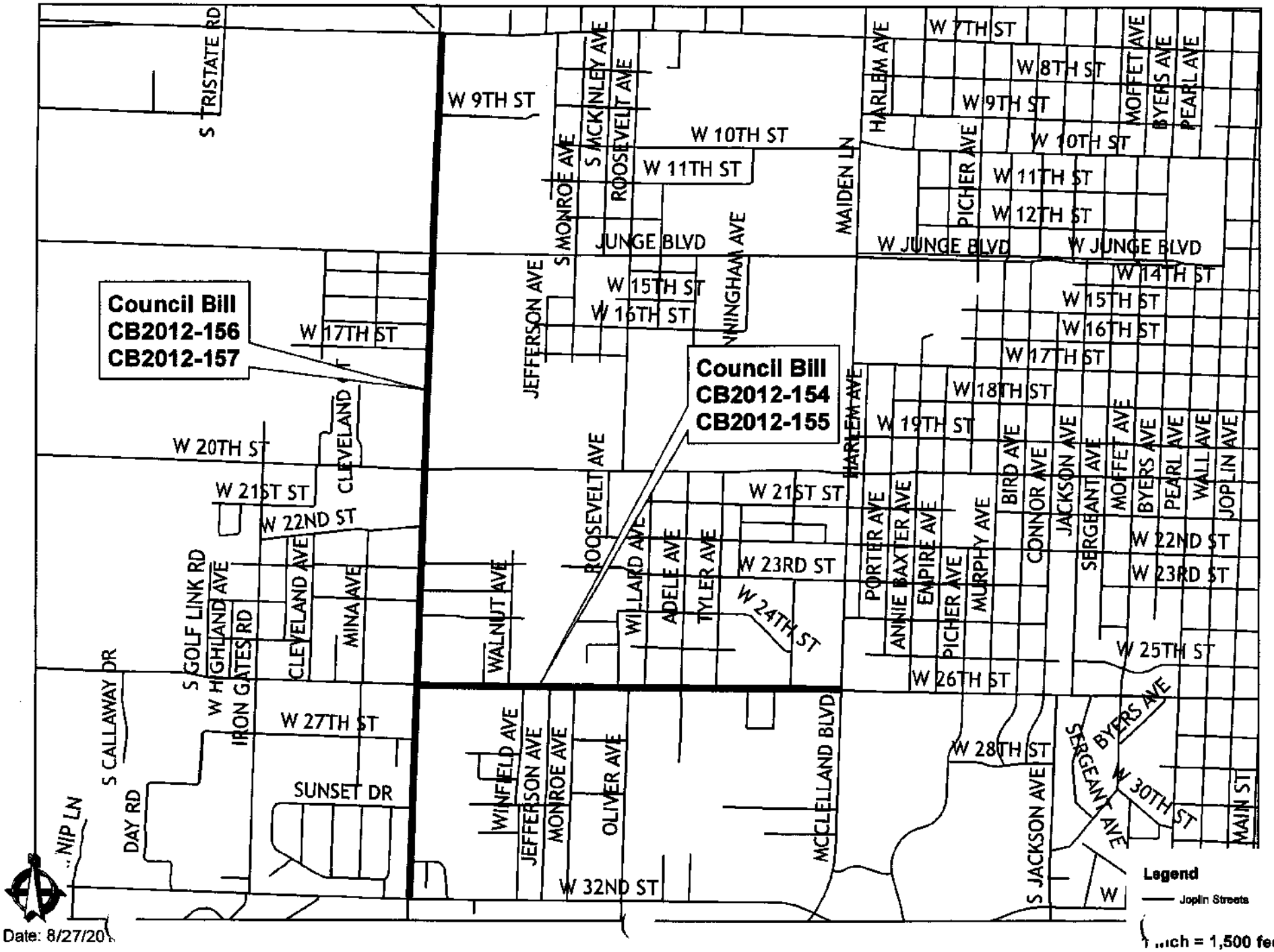
Department Head: David Hertzberg DH	Date: 9/13/12
Engineering Department: Jack Schaller JS	Date: 9-13-12
Finance Department: Leslie Jones LJ	Date: 9-14-12
City Attorney: Brian Head	Date:
City Manager: Mark Rohr DH	Date: 9-14-12

Recommended Action: Approval of an Agreement with LSA Appraisal Services in the amount of $10,000 for review appraisal services for the Schifferdecker Avenue Widening Project, 7th to 32nd Street.

Background: Schifferdecker is in need of widening to five lanes due to the increase traffic volume over the last several years. This project was listed as priority number 9 on the previously passed 3/8-cent Transportation Sales Tax. The project will be jointly funded through the Transportation Sales Tax and the recently awarded Transportation Investment Generating Economic Recovery (TIGER) Grant. The estimated cost for this project is $2,687,500; including construction, engineering, surveying and right-of-way acquisition. City Staff sought and received qualifications from four firms for property evaluation services. The staff recommends LSA Appraisal Services to provide review appraisal services.

Discussion: Attached is the consultant agreement. This fee will cover the professional review appraisals for the project.

Recommendation: It is recommended that an award of the Agreement with LSA Appraisal Services in the amount of $10,000 for review appraisal services for the Schifferdecker Widening project be approved.


Council Bill
CB2012-156
CB2012-157
Council Bill
CB2012-154
CB2012-155
S TRISTATE RD
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JUNGE BLVD
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W 25TH ST
W 26TH ST
W 27TH ST
W 28TH ST
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SUNSET DR
S CALLAWAY DR
DAY RD
NIP LN
S GOLF LINK RD
W HIGHLAND AVE
IRON GATES RD
CLEVELAND AVE
CLEVELAND
MINA AVE
WALNUT AVE
JEFFERSON AVE
S MONROE AVE
S MCKINLEY AVE
ROOSEVELT AVE
WINFIELD AVE
MONROE AVE
OLIVER AVE
WILLARD AVE
ADELE AVE
TYLER AVE
MAIDEN LN
HARLEM AVE
PICHER AVE
PORTER AVE
ANNIE BAXTER AVE
EMPIRE AVE
MURPHY AVE
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W 26TH ST
W 28TH ST
W 30TH ST
BIRD AVE
CONNOR AVE
JACKSON AVE
SERGEANT AVE
MOFFET AVE
BYERS AVE
PEARL AVE
WALL AVE
JOPLIN AVE
MAIN ST
S JACKSON AVE
Legend
Joplin Streets
Date: 8/27/20
1 inch = 1,500 feet

AGREEMENT FOR
PROFESSIONAL CONTRACT APPRAISAL REVIEW SERVICES

THIS AGREEMENT, made on this 24th day of August, 2012, by and between the City of Joplin, Missouri, whose address is 602 Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and LSA Appraisals, 9209 Esther Road, Carthage, Missouri, hereinafter referred to as the "Appraisal Firm" for professional contract appraisal review services on 26th Street and Schifferdecker Street herein referred to as the "Projects".

WHEREAS, the City desires to retain a professional appraisal firm to assist the City in performing review appraisals for properties on the 26th Street and Schifferdecker Street in Joplin, Missouri.

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I - SERVICES

The Appraisers agree to diligently perform in a professional and workmanlike manner the following services:

A. Perform review appraisals on the entire projects as more specifically set forth in the Description of Services, attached hereto as Attachment "A" and incorporated by reference.

ARTICLE II - AGREEMENT TIME

This Agreement becomes effective upon execution of this Agreement and it will terminate upon the completion of Appraiser's duties and obligations under this Agreement. The Appraiser will complete its services in accordance with the Project Timeline as more specifically set forth in Attachment "B".

ARTICLE III - GENERAL CONDITIONS

1. The Appraisal Firm shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary insurance.

2. The Appraisal Firm shall prosecute the work in a diligent manner.

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

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

5. In performance of the work covered by this Agreement, the Appraisal Firm shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

6. Possession of working papers, project reports and other materials produced in connection with this Agreement shall be retained by the Appraisal Firm. The Appraisal Firm shall provide copies for City of such records upon request.

7. City shall have the right to make changes within the general scope, type of report requested, change in project plans creating a change in a report or any other Appraisal Firm's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President of the Appraisal Firm.

ARTICLE IV - RESPONSIBILITIES

The Appraisal Firm shall:

1. Provide a staff that is experienced in performing the work described in its Proposal, including the staff described in the Proposal.

2. Deliver in a timely manner all services specified in the Proposal.

3. Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with The Uniform Standards of Professional Appraisal Practice. If Appraisal Firm fails to meet the foregoing standard, Appraisal Firm will perform at its own cost, and without additional reimbursement from City the Appraisal practices necessary to correct errors and omissions caused by Appraisal Firms failure to comply with above standard provided said errors or omissions are reported to the Appraisal Firm within one year from the completion of Appraisal Firm's services for this Project.

ARTICLE V - COSTS AND PAYMENTS

1. The City will be billed by invoice for professional time and services provided by the Appraisal Firm in the amount of $400 per review appraisal. Each appraisal submitted will include an invoice as described above.

2. Appraisal Firm shall prepare and submit an invoice to the City as each appraisal is delivered to the City and City will pay said invoice within thirty (30) days of receipt; and (b) For any additional services requested or report changes, the Appraisal Firm shall submit an invoice for the service at the time the report or service is completed as provided in Attachment "B" for all additional services required and/or rendered. Said additional services shall include, but not limited to: any required meetings, phone conversations, necessary appearances, conferences, court appearances, depositions, any requirements of the court, waiting time prior to or after court appearances, being "on call" for court or attorneys, travel time to and from any of the above will be billed at $100 per hour.

ARTICLE VI - AGREEMENT

This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

ARTICLE VII - MISCELLANEOUS

A. 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.

B. 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.

C. ENTIRE AGREEMENT. This Agreement (including any Attachments) 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.

D. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City or Appraisal Firm be required to institute legal action to enforce any of its rights set forth in this Agreement, then each party shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as a result of breaching this Agreement, as determined by the Court in any such cause of action.

E. 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.

F. 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.

G. 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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written above.

FOR THE APPRAISAL FIRM

BY: _____
Anthony E. Rea, President

FOR THE CITY

BY: _____
Mark Rohr, City Manager

ATTEST: _____
Barbara Hogelin, City Clerk

APPROVED TO FORM:

_____
Brian W. Head, City Attorney

ATTACHMENT "A"

SCOPE OF WORK:

Whereas the City of Joplin has requested and the Appraisal Firm has agreed to review all appraisal reports for the following projects:

The entire projects are divided into two separate sections with timelines as follows:

1. 26th Street; completed no later than February 13, 2013
2. Schifferdecker Street; completed no later than February 13, 2013

The above referenced timelines assume no delays from sources outside the Appraisal Firm. Note the timelines are the last date all reports will be completed within the section. However, the reports may be completed prior to the dates described above.

ATTACHMENT "B"

All additional services for the project will be provided at the hourly rate of $100.00 per hour. Said additional services shall include, but not limited to: any required meetings, phone conversations, necessary appearances, testimonies, conferences, court appearances, depositions, any requirements of the court, waiting time prior to or after court appearances, being "on call" for court or attorneys, travel time to and from any of the above. Appearance fees will begin from the appraiser leaving the office to the appraiser returning to the office with a minimum of two hour fee per necessary appearance.

COUNCIL BILL NO. 2012- 157 ORDINANCE NO.

AN ORDINANCE approving an agreement between the City of Joplin and LSA Appraisal Services in the amount of Ten Thousand and No/100 Dollars ($10,000) for review appraisal services for the Schifferdecker Widening Project from 7th to 32nd Street and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin, Missouri and LSA Appraisal Services in the amount of Ten Thousand and No/100 Dollars ($10,000) for review appraisal services for the Schifferdecker Widening Project, in the City of Joplin, be and the same is hereby approved.

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

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2012, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the City Improvement Sales Tax Fund Account Number 145-4565-520-8650 Project No. TC0509 to pay the amount called for in said Agreement.

_____
Leslie Jones, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 24, 2012

Item: COUNCIL BILL NO. 2012-158
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2012- 158
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Tim Nyander TN	Date: 9/13/12
Department Head: David Hertzberg DWH	Date: 9/13/12
Finance Department: Leslie Jones	Date: 9-14-12
City Attorney: Brian Head	Date: 9-14-12
City Manager: R. Mark Rohr	Date: 9-14-12

Recommended Action: Approval of Contract with B & D Yardbuilders to remove the structures and any remaining debris including foundation and footings located at 2304 Iron Gates

Summary: The above listed address was "tagged" as a dangerous building on May 23, 2012. The structure was determined to be dangerous under sub sections of Dangerous Building Code (Section 26-612, Joplin City Code). August 17, 2012 an advertisement for bids began in the Joplin Globe with bids being received on August 22, 2012. At that time bids were received as follows:

B & D Yard builders	**$ 2,200.00**
Big John's	$ 2,650.00
Lynn Rowe	$ 2,450.00
Wheeler Excavation	$ 2,849.00
Camcor	$ 3,499.99

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

Staff recommends that the demolition contract be awarded to B & D Yardbuilders.

COUNCIL BILL NO. 2012 – 158 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 2304 Iron Gates in the City of Joplin, Missouri, for the amount of Two Thousand Two Hundred and 00/100 Dollar ($ 2,200.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B & D Yardbuilders in the amount of Two Thousand Two Hundred and 00/100 Dollars ($ 2,200.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2304 Iron Gates.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 2304 Iron Gates and legally described as:

ALL OF LOTS NUMBERED ONE HUNDRED EIGHT (108) AND ONE HUNDRED NINE (109) IN D.O. WITMER'S SUBDIVISION OF LOTS IN HIGHLAND PARK, A SUBDIVISION OF PART OF SECTION 17, TOWNSHIP 27, RANGE 33, NOW A PART OF THE CITY OF JOPLIN, JASPER COUNTY MISSOURI,

Section 3: That the City of Joplin declares that this ordinance relating to the immediate preservation of public health and welfare special is an emergency within the meaning of Section 2.12 (1) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

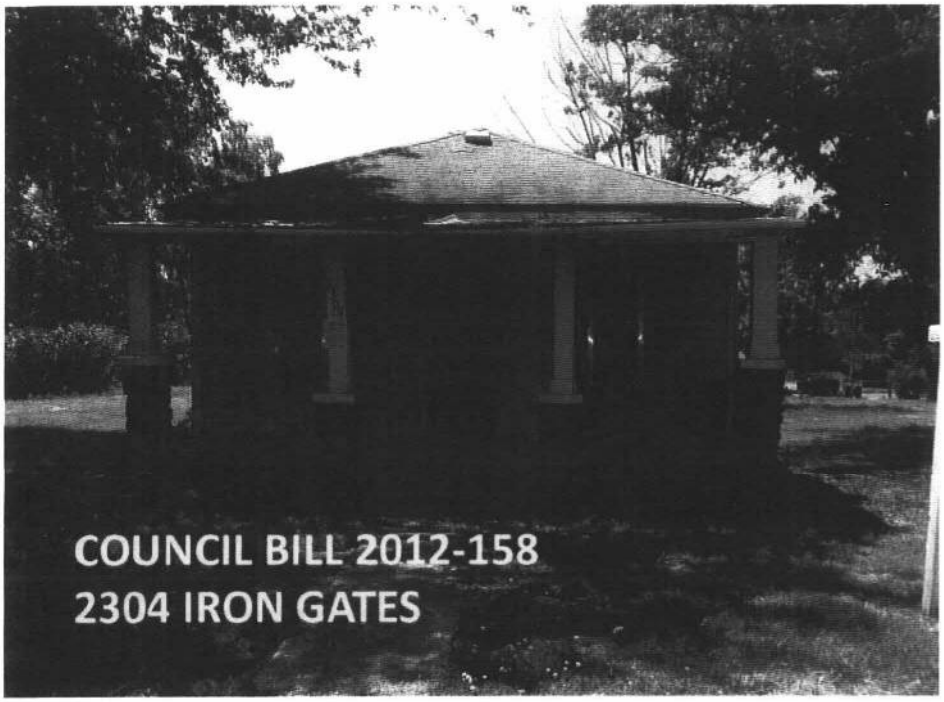
Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2012, by a _____ vote.

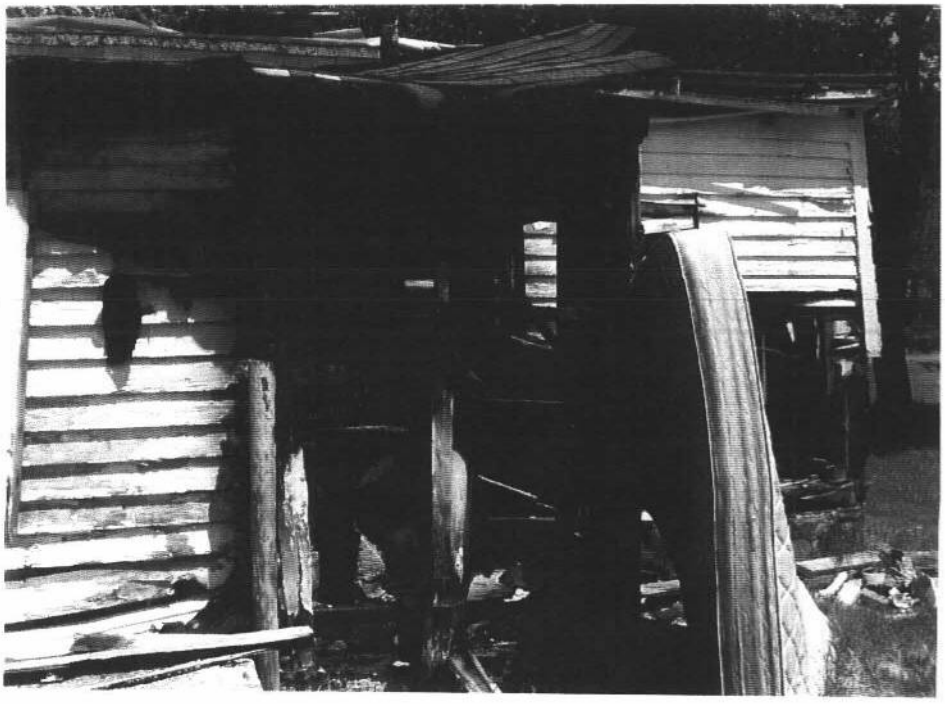
ATTEST: Melodee Colbert Kean - Mayor

Barbara Hogelin – City Clerk

APPROVED AS TO FORM: _____
Brian W. Head - City Attorney


COUNCIL BILL 2012-158
2304 IRON GATES







CLOSING DATE: 22-Aug-2012 DEPT: Public Works

STARTING TIME 10:00 AM

CLOSING TIME: 10:20 AM BID OPENED BY: Jeff Oliver, K. Newhouse

DEMOLITION BIDS

Company	Lynn Rowe	Big John's	B & D Yard Builders	Wheeler Excavating	Camcor
Location					
2304 S Iron Gates	$2,450.00	$2,650.00	$2,200.00	$2,849.00	$3,499.99

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 24, 2012
Council Bill No. 2012-159

Item: Purchase of Property for Widening of Maiden Lane 9th – 30th
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2012-159

Engineering Department: Jack Schaller	Date:
Department Head: David Hertzberg	Date:
Finance Department: Leslie Jones	Date: 9-14-12
City Attorney: Brian Head	Date: 9-14-12
City Manager: Mark Rohr	Date: 9-14-12

Recommended Action: Purchase of Right of Way at 1817 W. 10th Street from Kenneth and Donna Shepherd for the Maiden Lane Widening project.

Background: Maiden Lane from 9th Street to 30th Street is in need of widening from a four-lane road to a five-lane road due to the increased traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase right of way from the described property located at 1817 W. 10th Street. This acquisition will be the 51st of 67 parcels.

Discussion: Staff has reached an agreement with Kenneth and Donna Shepherd for Five Hundred Thirty-Five Dollars, ($535.00). This is the appraised amount for this acquisition.

Recommendation: Staff recommends approval for payment of $535.00 for the purchase of the described right of way at 1817 W. 10th Street.

CB2012-159



1 inch = 50 feet

COUNCIL BILL NO. 2012-159 ORDINANCE NO.

AN ORDINANCE approving the purchase of right of way at 1617 W. 10th Street, consisting of Part of Misc. Tract Ten in Section 9, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Five Hundred Thirty-Five and 00/100 dollars ($535.00) and containing an emergency clause.

WHEREAS, Kenneth and Donna Shepherd are the legal owners of property at 1617 W. 10th Street, consisting of part of Misc. Tract Ten in Section 9, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2011-2012 budget funds for the purchase of right of way for the Street Widening Improvements on Maiden Lane.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way at 1617 W. 10th Street, described herein.

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

Section 1. That the City of Joplin approve the purchase of right of way, consisting of:

New Right of Way:

Commencing at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri, thence North 89°35'44" West, 44.35 feet; thence North 00°23'53" East, 25.00 feet to the intersection with the existing North line of Tenth Street and being the Point of Beginning; thence North 89°35'44" West, along said North line of road, 86.54 feet; thence North 86°30'30" East, 64.14 feet; thence 10.26 feet along a curve to the left having a radius of 37.50 feet and a chord distance of 10.23 feet on a bearing of North 78°45'50" East; thence South 71°24'05" East, 13.25 feet; thence South 01°55'25" West, 2.28 feet to the Point of Beginning.

Section 2. That the City of Joplin authorize placing $535.00, in escrow for the purchase of right of way from property at 1617 W. 10th Street. Payment will be made from account #145-4565-520-8105 Project TC0506.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

Section 4. That the City of Joplin declares that this 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.

COUNCIL BILL NO. 2012-159 ORDINANCE NO.

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

_____, 2012 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 24, 2012
Council Bill No. 2012-161

Item: 26th Widening, Right of Way Services Agreement
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Consultant Agreement
3) Council Bill No. 2012-161

Department Head: David Hertzberg DH Date: 9/13/12
Engineering Department: Jack Schaller JS Date: 9-13-12
Finance Department: Leslie Jones LJ Date: 9-14-12
City Attorney: Brian Head Date: 9-14-12
City Manager: Mark Rohr Date: 9-14-12

Recommended Action: Approval of an Agreement with Sprenkle and Associates, Inc., in the amount not to exceed of $40,990.00 for right of way services for the 26th Street Widening Project, Maiden Lane to Schifferdecker Avenue.

Background: 26th Street is in need of widening from two lanes to three lanes due to the increase traffic volume over the last several years. This project was listed as priority number 12 on the previously passed 3/8-cent Transportation Sales Tax. The project will be jointly funded through the Transportation Sales Tax and the recently awarded Transportation Investment Generating Economic Recovery (TIGER) Grant. The estimated cost for this project is $1,881,250; including construction, engineering, surveying and right-of-way acquisition. City Staff sought and received qualifications from four firms for right of way services. The staff recommends Sprenkle and Associates, Inc., to provide right of way services.

Discussion: Attached is the consultant agreement. This fee will cover the right of way services for the project.

Recommendation: It is recommended that an award of the Agreement with Sprenkle and Associates, Inc., in the amount not to exceed $40,990.00 for right of way services for the 26th Street Widening project be approved.

COUNCIL BILL NO. 2012- 161 ORDINANCE NO.

AN ORDINANCE approving an agreement between the City of Joplin and Sprenkle and Associates, Inc., in the amount not to exceed Forty Thousand Nine Hundred Ninety and No/100 Dollars ($40,990.00) for right of way negotiation services for the 26th Street Widening Project from Maiden Lane to Schifferdecker Avenue and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

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

Section 1. That the agreement by and between the City if Joplin, Missouri and Sprenkle and Associates, Inc. in the amount not to exceed Forty Thousand Nine Hundred Ninety and No/100 Dollars ($40,990.00) for right of way services for the 26th Street Widening Project, in the City of Joplin, be and the same is hereby approved.

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

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2012, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the City Improvement Sales Tax Fund Account Number 145-4565-520-8650 Project No. TC0511 to pay the amount called for in said Agreement.

_____
Leslie Jones, Director of Finance

Engineering/Surveying Services

WORK AUTHORIZATION FORM

Sprenkle and Associates, Incorporated, (hereinafter called the Engineer/Surveyor), is pleased to provide the services described herein. This Agreement provides authorization to proceed with the work and confirm the terms and conditions under which the services are provided.

Compensation will be based on the attached fee schedule (or as indicated) which is made a part of this Agreement. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Estimated fee $23,000.00 Maximum fee: $40,990.00

By : _____ Date 8/28/2012

James Michel, R.L.S.
Vice~President

Sprenkle & Associates, Inc.

CONSULTING ENGINEERS & SURVEYORS

Monett Office
218 5th Street
Monett, MO 65708
417-236-0112

(Fax) 417-358-4224
info@sprenkle.com

Carthage Office
1745 South Garrison
Carthage, MO 64836
417-358-9551

PROJECT NAME: 26th Street widening Schifferdecker to Maiden Lane– Right of Way acquisition
PROJECT LOCATION: Joplin, Missouri

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: City of Joplin

ATTN: David Hunt, E.I.

STREET ADDRESS: 602 S. Main Street

CITY: Joplin **STATE** Missouri **ZIP CODE:** 64801

PHONE 417-624-0820 ext 581 **FAX:** 417-625-4738

WORK AUTHORIZED BY:

_____
Name and Title

_____ _____
Signature Date

By this Agreement, the scope of services to be provided by Sprenkle & Associates, Inc on this project are:

1. Review of Project design and right-of-way plans
2. Public Hearings- SAI will have a representative at all public hearing relevant to this project when requested by the City of Joplin Public Works Department
3. Set up acquisition files (25)
4. Set up standard acquisition forms, send Certified letter of offer
5. Contact/meet with owners on site
6. Negotiator's follow up report following all meetings with land owners
7. Review counter offers w/City personnel
8. Obtain signatures, notarize documents
9. Deliver payment to land owner

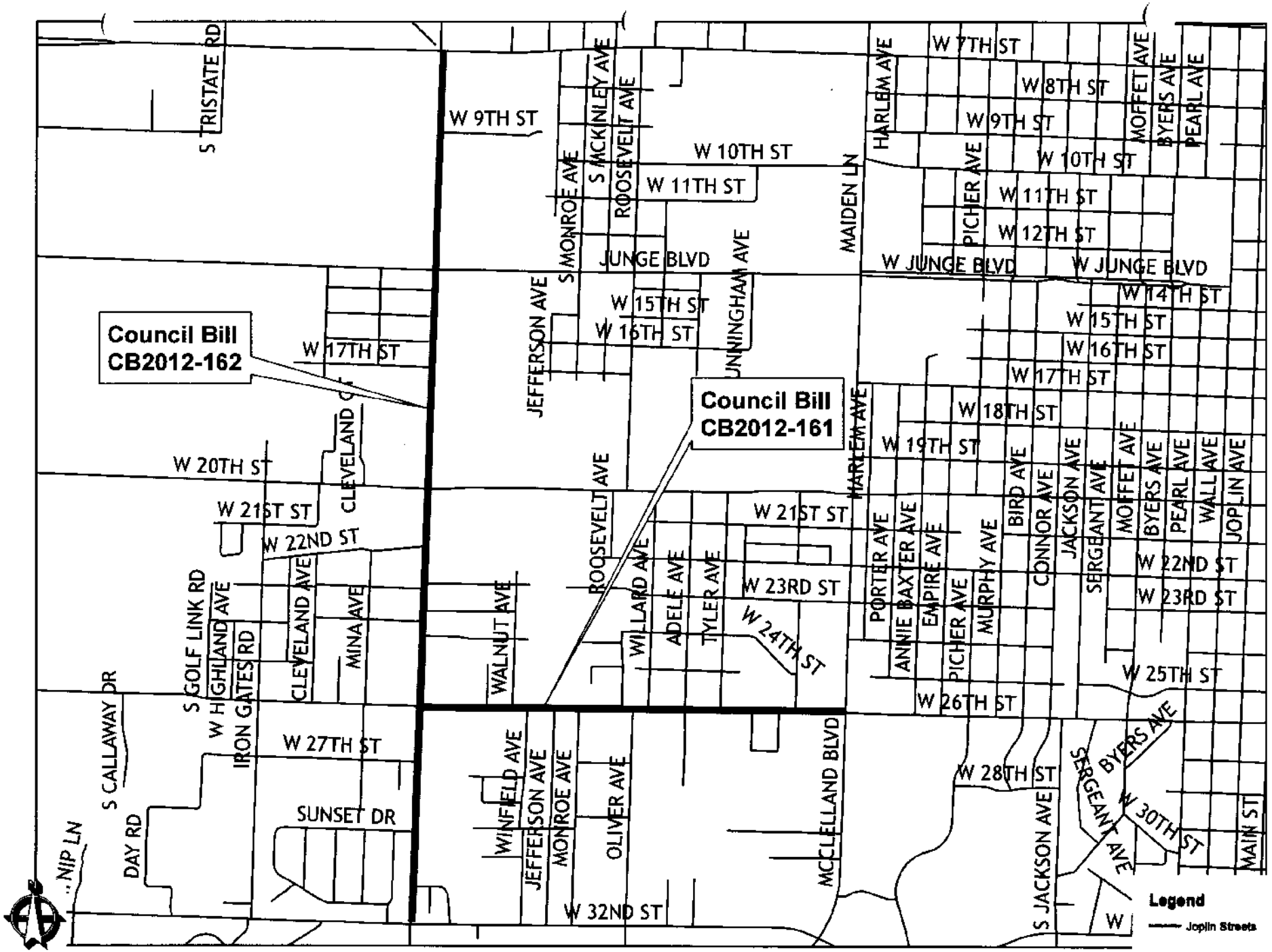
GENERAL CONDITIONS

PAYMENT TERMS – Payment for each Project will be made upon receipt of delivery of Project information and Project invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the minimum allowed by law, the charge shall automatically be reduced to the maximum legally allowable.
In the event Client requests termination of this Agreement prior to completion, the Client will fully compensate the Engineer/Surveyor for all costs incurred up to the termination date plus a 10% termination charge.

INSURANCE - The Engineer/Surveyor maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain professional liability insurance with coverage of $1,000,000. Comprehensive General Liability Insurance with coverage of $1,000,000. Certificate of Insurance can be supplied evidencing such coverage. Cost of the coverage is included in our quoted fees.

STANDARD OF CARE - The only warranty or guarantee made by the Engineer/Surveyor in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

RIGHT-OF-ENTRY - Unless otherwise agreed, Client will furnish right-of-entry on the property for us to make the necessary surveys, test and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result.


Council Bill
CB2012-162
Council Bill
CB2012-161
S TRISTATE RD
W 9TH ST
W 10TH ST
W 11TH ST
JUNGE BLVD
W 15TH ST
W 16TH ST
W 17TH ST
W 20TH ST
W 21ST ST
W 22ND ST
W 23RD ST
W 24TH ST
W 25TH ST
W 26TH ST
W 27TH ST
W 28TH ST
W 32ND ST
W 7TH ST
W 8TH ST
W 12TH ST
W 14TH ST
W 18TH ST
W 19TH ST
W JUNGE BLVD
S MONROE AVE
S MCKINLEY AVE
ROOSEVELT AVE
JEFFERSON AVE
CUNNINGHAM AVE
MAIDEN LN
HARLEM AVE
PICHER AVE
MOFFET AVE
BYERS AVE
PEARL AVE
WALLA AVE
JOPLIN AVE
BIRD AVE
CONNOR AVE
JACKSON AVE
SERGEANT AVE
PORTER AVE
ANNIE BAXTER AVE
EMPIRE AVE
MURPHY AVE
CLEVELAND AVE
MINA AVE
S GOLF LINK RD
W HIGHLAND AVE
IRON GATES RD
S CALLAWAY DR
DAY RD
SUNSET DR
WALNUT AVE
WILLARD AVE
ADELE AVE
TYLER AVE
WINFIELD AVE
OLIVER AVE
MCCLELLAND BLVD
S JACKSON AVE
MAIN ST
Legend
Joplin Streets
Date: 9/12/2012
1 inch = 1,500 feet

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 24, 2012
Council Bill No. 2012-162

Item: Schifferdecker Widening , Right of Way Services Agreement
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Consultant Agreement
3) Council Bill No. 2012-162

Department Head: David Hertzberg DH	Date: 9/13/12
Engineering Department: Jack Schaller JS	Date: 9-13-12
Finance Department: Leslie Jones LJ	Date: 9-14-12
City Attorney: Brian Head BH	Date: 9-14-12
City Manager: Mark Rohr MR	Date: 9-19-12

Recommended Action: Approval of an Agreement with Sprenkle and Associates, Inc., in the amount not to exceed $22,300.00 for right of way services for the Schifferdecker Widening Project, 7th to 32nd Street.

Background: Schifferdecker Avenue is in need of widening to five lanes due to the increased traffic volume over the last several years. This project was listed as priority number 9 on the previously passed 3/8-cent Transportation Sales Tax. The project will be jointly funded through the Transportation Sales Tax and the recently awarded Transportation Investment Generating Economic Recovery (TIGER) Grant. The estimated cost for the final phase of the project is $2,687.500.00; including construction, engineering, surveying and right-of-way acquisition. City Staff sought and received qualifications from four firms for right of way services. The staff recommends Sprenkle and Associates, Inc., to provide right of way services.

Discussion: Attached is the consultant agreement. This fee will cover the right of way services for the project. The total estimated fee for this project is not to exceed $22,300.00.

Recommendation: It is recommended that an award of the Agreement with Sprenkle and Associates, Inc., in the amount of $22,300.00 for right of way services for the Schifferdecker Widening project be approved.

COUNCIL BILL NO. 2012-162 ORDINANCE NO.

AN ORDINANCE approving an agreement between the City of Joplin and Sprenkle and Associates, Inc., in the amount not to exceed Twenty Two Thousand Three Hundred and No/100 Dollars ($22,300.00) for right of way services for the Schifferdecker Widening Project from 7th to 32nd Street and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin, Missouri and Sprenkle and Associates, Inc., in the amount not to exceed Twenty Two Thousand Three Hundred and No/100 Dollars ($22,300.00) for right of way services for the Schifferdecker Widening Project, in the City of Joplin, be and the same is hereby approved.

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

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2012, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the City Improvement Sales Tax Fund Account Number 145-4565-520-8650 Project No. TC0509 to pay the amount called for in said Agreement.

_____
Leslie Jones, Director of Finance

Engineering/Surveying Services

WORK AUTHORIZATION FORM

Sprenkle and Associates, Incorporated, (hereinafter called the Engineer/Surveyor), is pleased to provide the services described herein. This Agreement provides authorization to proceed with the work and confirm the terms and conditions under which the services are provided.

Compensation will be based on the attached fee schedule (or as indicated) which is made a part of this Agreement. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Estimated fee $18,000.00 Maximum fee: $22,300.00

By : _____ Date 8/28/2012

James Michel, R.L.S.
Vice~President

Sprenkle & Associates, Inc.

CONSULTING ENGINEERS & SURVEYORS

Monett Office
218 5th Street
Monett, MO 65708
417-236-0112

(Fax) 417-358-4224
info@sprenkle.com

Carthage Office
1745 South Garrison
Carthage, MO 64836
417-358-9551

PROJECT NAME: Schifferdecker Phase 2 widening – Right of Way acquisition
PROJECT LOCATION: Joplin, Missouri

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: City of Joplin

ATTN: David Hunt, E.I.

STREET ADDRESS: 602 S. Main Street

CITY: Joplin **STATE** Missouri **ZIP CODE:** 64801

PHONE 417-624-0820 ext 581 **FAX:** 417-625-4738

WORK AUTHORIZED BY:

_____
Name and Title

_____ _____
Signature Date

By this Agreement, the scope of services to be provided by Sprenkle & Associates, Inc on this project are:

1. Review of Project design and right-of-way plans
2. Public Hearings- SAI will have a representative at all public hearing relevant to this project when requested by the City of Joplin Public Works Department
3. Set up acquisition files (25)
4. Set up standard acquisition forms, send Certified letter of offer
5. Contact/meet with owners on site
6. Negotiator's follow up report following all meetings with land owners
7. Review counter offers w/City personnel
8. Obtain signatures, notarize documents
9. Deliver payment to land owner

GENERAL CONDITIONS

PAYMENT TERMS – Payment for each Project will be made upon receipt of delivery of Project information and Project invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the minimum allowed by law, the charge shall automatically be reduced to the maximum legally allowable.
In the event Client requests termination of this Agreement prior to completion, the Client will fully compensate the Engineer/Surveyor for all costs incurred up to the termination date plus a 10% termination charge.

INSURANCE - The Engineer/Surveyor maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain professional liability insurance with coverage of $1,000,000. Comprehensive General Liability Insurance with coverage of $1,000,000. Certificate of Insurance can be supplied evidencing such coverage. Cost of the coverage is included in our quoted fees.

STANDARD OF CARE - The only warranty or guarantee made by the Engineer/Surveyor in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

RIGHT-OF-ENTRY - Unless otherwise agreed, Client will furnish right-of-entry on the property for us to make the necessary surveys, test and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result.

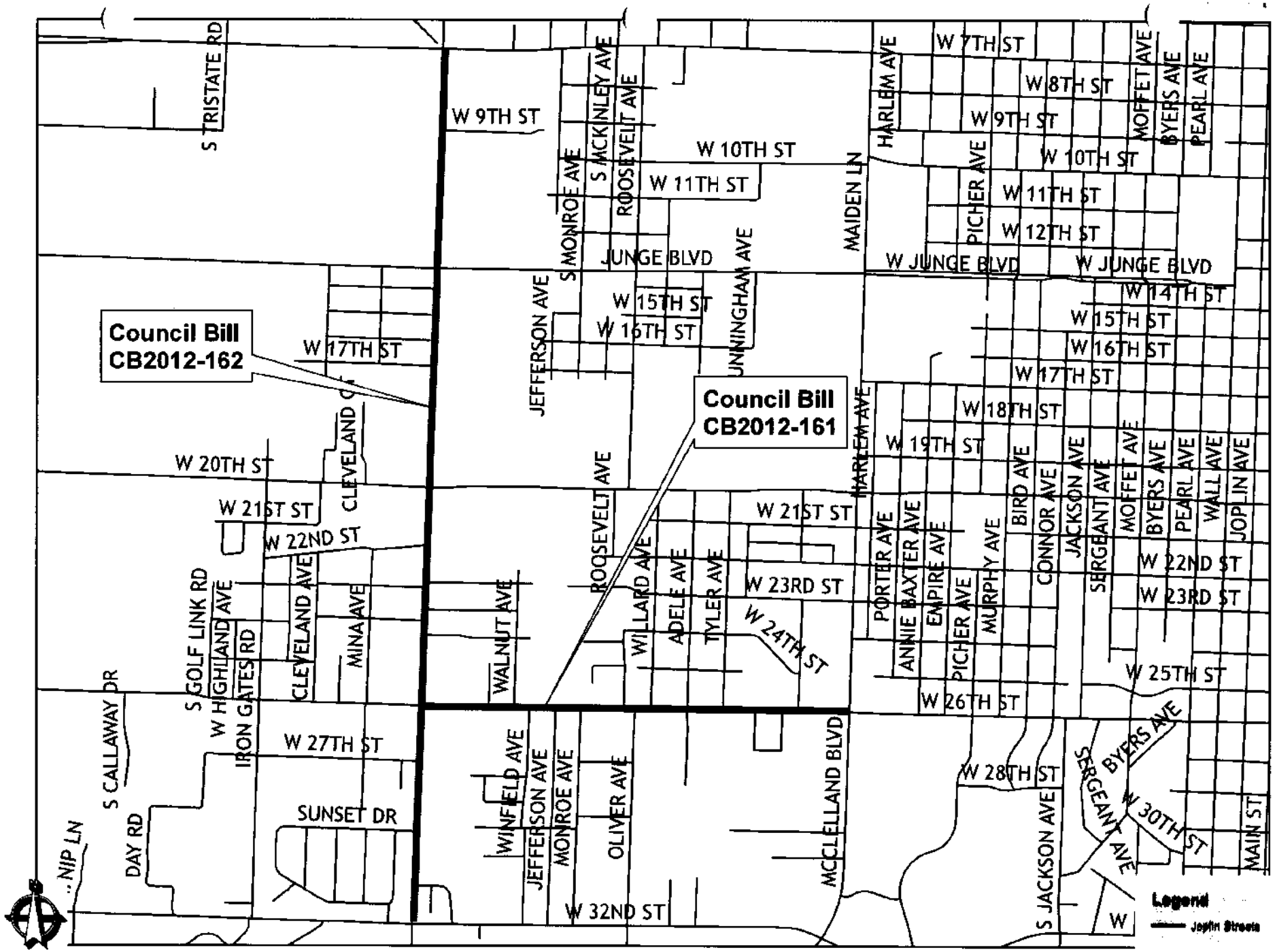
OWNERSHIP OF DOCUMENTS - All drawings, specifications and calculations prepared by the Engineer/Surveyor as instruments of service pursuant to this Agreement, shall become the property of the Client upon delivery and payment. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by the Surveyor, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of the Surveyor. At the request and expense of Client, the Surveyor will provide Client with copies of documents created in the performance of said work.

SAFETY - Should Engineer/Surveyor provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by the Surveyor is not intended to include review of the adequacy of the contractor's safety measures in, adjacent to, or near the construction site.

GOVERNING LAW - This Agreement shall be governed in all respects by the laws of the State of Missouri.

DEFAULT OR NONPAYMENT – Should Client default in the performance of this contract or payment of monies due and the Engineer/Surveyor deems it necessary or desirable to employ legal council for enforcement or collection, then Client agrees to pay Surveyor's legal fees and court cost incurred therein.

PROJECT MANAGER – The Client has the right to cancel the contract if the Project manager should change. If the Project is canceled prior to completion the Engineer/Surveyor will be compensated for services rendered up to the termination date including services preformed by subcontractors for this Project. Project manager for this Project will be Jim Michel.



Date: 9/12/2012

1 inch = 1,500 feet

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 24, 2012
Council Bill No. 2012-164
Item: Asbestos Containing Structural Demolition
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Bid Tab
2) Proposal
3) Council Bill No. 2012 - 164

Engineering: Jack Schaller JS	Date: 9-13-12
Public Works: David Hertzberg DWH	Date: 9/13/12
Finance Department: Leslie Jones LJ	Date: 9-14-12
City Attorney: Brian Head [illegible]	Date: 9-14-12
City Manager: Mark Rohr MR	Date: 9-14-12

Recommended Action: Approval of award of contract with Big John's Heavy Equipment for a contract of $94,800.00.

Background: After inspection by a certified asbestos inspector 13 structures that were destroyed in the tornado area were found to contain asbestos. The owners were contacted and the homes were taken before the building board. The building board has ordered the structures to be demolished and there has been no attempt to correct the property. Structures will be removed in accordance with DNR regulations.

Discussion: Asbestos Contaminated Structural Demolition and Debris Removal were advertised in the Joplin Globe for one day. Bids were opened on August 28, 2012 with 5 firms bidding. Demolition must be performed in accordance with DNR and MO Department of Health guidelines.

Recommendation: Staff recommends approval of an award of contract to Big John's Heavy Equipment in the Amount of $94,800.00.

BID TABULATION

PROJECT: Asbestos Containing Structural Demolition Debris Removal
DATE OF BID OPENING: August 28, 2012 10:00 a.m.

CONTRACTOR	BID
Big John's	94,800.00
B & D Yardbuilders	110,722.25
Construction Adventure	144,124.96
RSS	118,425.00
Thornburgh	131,780.00

PROPOSAL for Asbestos-Containing Structures ONLY

	ITEM	UNIT	QUANITY	BID AMOUNT
1	1919 S. Grand	EA	1	
2	1923 S. Grand	EA	1	
3	2108 Sergeant	EA	1	
4	2124 Maryland	EA	1	
5	2124 S Byers	EA	1	
6	2210 S Byers	EA	1	
7	2302 S Byers – Order has been stayed for now	EA	1	
8	2305 S Bird	EA	1	
9	2407 New Hampshire	EA	1	
10	2407 S Picher	EA	1	
11	2430 Annie Baxter	EA	1	
12	2701 S Virginia-Order has been stayed for now	EA	1	
13	2815 S Main	EA	1	
14	2825 S. Main	EA	1	
	TOTAL BID			

Signature Block _____

Signature

_____

Typed Name and Position

_____

Company

_____

Date

The unit bid prices and extended total price shall be the basis of payment for actual work performed. Contractor shall be responsible for being thoroughly familiar with the project area and for completing their own estimates of quantities for bidding purposes.

COUNCIL BILL NO. 2012 -164 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Big John's Heavy Equipment to provide professional services for Asbestos Contaminated Structural Demolition and Debris Removal in the amount of Ninety Four Thousand Eight Hundred and No/100 Dollars ($94,800.00) and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement between the City of Joplin and Big John's Heavy Equipment to provide professional services for Asbestos Contaminated Structural Demolition and Debris Removal, in the amount of Ninety Four Thousand Eight Hundred and No/100 Dollars ($94,800.00)

Section 2. That the Public Works Director of the City of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2012, by a _____ vote.

ATTEST: _____
Melodee Colbert Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: September 24, 2012

ITEM: Council Bill No. 2012-453 approving a Program Services Contract between the Missouri Department of Health and Senior Services and the City of Joplin providing funding for Public Health Emergency Preparedness activities, and approving an agreement between the Jasper County Health Dept. and the City for the city health dept. to provide Public Health Emergency Preparedness services in the county.

ORIGINATING DEPARTMENT: Health Department
ATTACHMENTS: Council Bill No. 2012-453, DHSS Program Services Contract and Public Health Preparedness Staff Agreement between Joplin and Jasper County.

HEALTH DEPARTMENT:	Dan Pekarek	**DATE:** 9-11-12
CITY MANAGER:	R. Mark Rohr	**DATE:** 9-9-12
CITY ATTORNEY:	Brian W. Head	**DATE:** 9-11-12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 9-12-12

RECOMMENDED ACTION:

Staff recommends approval of this Council Bill on an emergency basis.

SUMMARY:

The Health Department requests consideration of this Council Bill that would authorize the renewal of a contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin Health Department. Further, it allows for an agreement between the county and city allowing the city to provide certain public health preparedness services in the county.

The DHSS contract provides funding from the state for public health preparedness activities in Joplin. The contract continues partial funding of 1 Regional Response Planner to be based in the Joplin Health Department. This staff person provides emergency planning and response activities for Joplin and Jasper County health departments.

Through the Public Health Preparedness Shared Staff Agreement the Jasper County Health Department contracts with the city for a portion of the Regional Planner's time as well as epidemiology services. Services provided generally include the exercise and update of public health emergency response plans for each department, facilitating staff training requirements for emergency preparedness as well as improvement of disease surveillance and reaction capabilities of each health jurisdiction.

This contract is for the period of August 10, 2012 through June 30, 2013 and for an amount of $39,198. No local match is required for participation in this contract. Staff recommends approval of this Council Bill on an emergency basis.

PUBLIC HEALTH PREPAREDNESS SHARED STAFF AGREEMENT

2012-2013

THIS AGREEMENT entered into by and between the Jasper County Health Department, hereinafter referred to as "County", and the City of Joplin,Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, City and County have need for public health emergency preparedness services, and

WHEREAS, City and County have been provided funding from the Missouri Department of Health and Senior Services to carry out public health emergency preparedness activities, and

WHEREAS, City and County have found it to be in the best interest of each to continue to work jointly to implement public health emergency preparedness activities.

NOW, THEREFORE, in consideration of mutual promises and covenants herein contained, it is hereby agreed as follows:

Section 1. Term. This agreement shall be for the period of the current Public Health Emergency Preparedness contract (August 10, 2012 through June 30, 2013) unless either party hereto gives the other party (30) days prior written notice of intent to terminate the agreement. Additionally, if DHSS funding levels are changed resulting in reduced funding levels for local health departments participating in this agreement, the agreement may be terminated or amended upon (30) days written notice of either party, to reflect the decreased funding level.

After the initial term, subject to annual appropriations, it will automatically renew for up to three (3) successive one-year terms unless modified or amended by both County and City, in writing, or terminated pursuant to this agreement.

Section 2. Obligations of City. City agrees to:

(a) Develop an annual budget with input from the County for the emergency preparedness division. After development of an annual budget, appropriate adequate funds, subject to DHSS appropriations, (wages and benefits-including withholdings, taxes, workers

comp, etc., supplies, travel, equipment, etc.) sufficient to employ one part time Epidemiology Specialist and one full time Public Health Planner.

(b) Provide the office space, equipment, supplies, travel and all other costs necessary for said position.

(c) If either staff position (Epidemiology Specialist or Public Health Planner) is not filled for any period of time during the contract period due to circumstances beyond the control of the City, the City is not obligated to provide the services of said position during that period.

(d) If either staff position is filled at a lower level than full-time for any period of time during the contract period the City and County will agree to an altered work schedule and work load for said position during that period.

Section 3. Obligations of County. County agrees to:

(a) Annually, upon DHSS budget appropriations, appropriate an amount not to exceed 59.7 percent of the total cost of the approved public health emergency preparedness budget and 59.7% of Epidemiology Specialist costs, for the City health department, as amended, for the City fiscal year covering the time span of this agreement. In no event shall this amount exceed the total amount appropriated to the County in the current year Public Health Emergency Preparedness Contract. If the County finds, due to insufficient funds that it will be unable to appropriate sufficient funds for the next County fiscal year, this contract will be allowed to terminate per Section 1, Term, of this agreement.

(b) Provide the office space, access to equipment or other minimal supplies, necessary for said position while working in the County.

(c) If desired, participate in selection process for potential candidates.

Section 4. Work Schedule. As employees of the City, these public health preparedness positions are subject to City personnel rules including holidays/vacation etc. and are considered

exempt positions and thus are not covered by overtime provisions of the Fair Labor Standards Act or eligible for compensatory time off.

The emergency preparedness staff subject to this agreement will provide proportionate services to County and City. In the provision of these services, emergency preparedness staff may conduct work in County or City as required.

If an emergency situation occurs in any participant of this agreement emergency preparedness staff may be expected to adjust their normal schedules to accommodate the needs of the participant experiencing the emergency.

Section 5. Deliverables. Emergency preparedness staff will provide services to City and County in order to aid each participant in meeting the requirements set forth in the participant's annual Public Health Emergency Preparedness contract from the Missouri Department of Health and Senior Services. Services will include but not be limited to:

- review and update as necessary emergency response plans
- assess training needs, develop training plans and identify training resources
- participate in public health emergencies in participant's jurisdiction
- assist in planning and conducting required annual local exercise
- assist in completing required after action reports of exercise
- assist in conducting required disease investigations, outbreak investigations, etc.
- assist in analyzing local and regional disease data incidence, and in ensuring timely entering of reports in MOHSIS
- Assist in conducting an SNS self-assessment

Section 6. Training Needs. It is anticipated that this position will require periodic training associated with the duties assigned to the employee by participants of this agreement or

by the state contract. The budget for the required training will be included in the City public health emergency preparedness budget.

Section 7. Employee Evaluations. As an employee of the City, the City will have the responsibility for all employee/employer related actions including the annual employee evaluation and any necessary employee disciplinary actions. The City will provide for input from the County into these employee evaluations and/or disciplinary actions.

Section 8. Budget/Allowable Costs/Invoicing. Each month, by the 15th day of the month following the month of service the City will submit an invoice to the County for 59.7% of the billable costs allowed to the County of the City's monthly cost for public health emergency services. This amount is to include personnel, fringe, supplies, travel, equipment, contractual, etc. (including any annual salary adjustments for step increases, stipends or cost-of-living increases), necessary for the public health emergency staff to conduct their duties. The amount will not include any equipment, travel, supplies, etc. as allowed in the Public Health Emergency Preparedness Contract for the City that is to be used specifically by the Joplin City Health Department for their emergency preparedness activities.
Administrative costs not to exceed 8% of the County's percent of monthly direct costs will be included in the monthly County invoice.

Section 9. Assignment. The parties agree that this is a personal services contract and cannot be assigned by either party without the other party's written consent.

Section 10. Modification and Waiver. Modification and waiver of any provision of any provisions of this Agreement shall be effective only if made in writing and attached to this Agreement. Failure of either party to insist upon strict performance of any of the provision of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

Section 11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, administrators, heirs and permitted assigns.

Section 12. Record Confidentiality. The Public Health Emergency Preparedness staff shall maintain strict confidentiality of all patient and client information or records supplied to him/her by the City or County or that the Public Health Emergency Preparedness staff establishes as a result of agreement activities, pursuant to the provisions of HIPAA (Health Insurance Portability and Accountability Act). The protected information shall include, but not be limited to all Individually Identifiable Health Information, and this shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and (1) that identifies the individual; or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual. Individually Identifiable Health Information includes many common identifiers (e.g. name, address, birth date, social security number). The contents of such records shall not be disclosed to anyone other than the City or County and the patient/client or the parent or legal guardian unless such disclosure is required by law.

SECTION 13. E-verify and MMSEA

The City affirms that:

- It participates in and complies with the E-Verify Program required by federal regulation.
- It does not employ any person who is an unapproved alien in connection with the performance of this agreement under the E-Verify regulations.
- It provides services and tracking for E-Verify and MMSEA claims.

SECTION 14. Subcontracting Requirements

The City affirms that it complies with all requirements relative to subcontracting as required by the Public Health Emergency Preparedness contract, section 12 General Contract Provisions,

Certifications- Attachment A, and Subrecipient Special Conditions- Attachment B as herein attached for the period of this agreement.

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

COUNTY OF _____, MISSOURI

By: _____

Title

ATTEST:

_____

DATE: _____

CITY OF JOPLIN, MISSOURI

A Municipal Corporation

By:_____

City Manager

ATTEST:

_____

City Clerk

DATE:_____

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

11.2 In accordance with state policies and procedures, the Contractor/Provider shall submit an invoice billed to the Department on the Contractor/Provider's original descriptive business invoice form. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice or bill.

11.3 The contractor shall be paid on a monthly basis for actual cost incurred. Invoices shall be due by the 15th day of the month following the month in which services were provided during the contract period

11.4 All Public Health Emergency Preparedness invoices and reports shall be sent to:

Missouri Department of Health and Senior Services
Center for Emergency Response and Terrorism
Attention: Melissa Brown
P.O. Box 570
Jefferson City, MO 65102-0570
CERTGrantsContracts@health.mo.gov

11.5 Final invoices are due within thirty (30) calendar days of the contract or agreement ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

11.6 If a request by the Contractor/Provider for payment or reimbursement is denied, the Department shall provide the Contractor/Provider with written notice of the reason(s) for denial.

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

11.8 If the Contractor/Provider is overpaid by the Department, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" upon official notification by the Department and shall mail the payment to:

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

12. GENERAL CONTRACT PROVISIONS

12.1 Amendments

12.1.1 Any changes to this contract or agreement shall only be made by execution of a written amendment signed and approved by the Department.

12.2 Renewals

12.2.1 The Department shall have the right, at its sole option, based upon available funding and Contractor performance during the prior contract period, to renew the contract for one (1) additional one-year periods. In the event the option is exercised, all terms and conditions, requirements and specifications of this contract shall remain the same and apply during the renewal period.

12.3 Monitoring

12.3.1 The state agency reserves the right to monitor this contract during the contract period to ensure financial and contractual compliance.

12.3.2 Contractors deemed high-risk by the state agency may have special conditions or restrictions imposed, including but not limited to the following: withholding authority to proceed to the next phase of the project until the state agency receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the state agency. Special conditions or restrictions can be imposed at the time of the contract award or at any time after the contract award. Written notification will be provided to the Contractor prior to the effective date of the high-risk status.

12.4 Document Retention

12.4.1 The Contractor/Provider shall retain all books, records, and other documents relevant to this contract or agreement for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract or agreement. The Contractor/Provider shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

12.5 Confidentiality

12.5.1 The Contractor/Provider shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor/Provider establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law. The Contractor/Provider assumes liability for all disclosures of confidential information and breaches by the Contractor/Provider and/or the Contractor's/Provider's subcontractors and employees. The Contractor/Provider agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections

192.067 and 192.667, RSMo, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated under HIPAA, including but not limited to the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, the "Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164, subpart C, the "Security Rule"), and the Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164, the "Breach Notification Rule").

12.6 Liability

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

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

12.7 Publications, Copyrights, and Rights in Data and Reports

12.7.1 Any publicity release mentioning contract or agreement activities shall reference the contract or agreement number and the Department. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract or agreement and the Department. The Contractor/Provider shall obtain approval from the Department prior to the release of such publicity or publications.

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

12.8 Authorized Personnel

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

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

12.8.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

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

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

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

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

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

12.9 Termination

12.9.1 The Contact may be terminated in accordance with the following provisions:

a. If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract or agreement, or in the event of a change in federal or state law relevant to this contract or agreement, the obligations of each party may, at the sole discretion of the Department, be terminated in whole or in part, effective immediately or as determined by the Department, upon written notice to the Contractor/Provider from the Department.

b. The Contractor/Provider may terminate the contract or agreement by giving written notice at least sixty (60) calendar days prior to the effective date of such termination. The Department reserves the right to terminate the contract or agreement, in whole or in part, at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the Contractor/Provider at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor/Provider pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department as authorized by law. The Contractor/Provider shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Department and for all non-cancelable obligations incurred pursuant to the contract or agreement prior to the effective date of termination.

12.10 Subcontracting

12.10.1 The Contractor may subcontract for the provision of services as described in this contract, provided that:

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

b. Pursuant to subsection 1 of section 285.530, RSMo no Contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general Contractor or subcontractor of any tier shall not be liable when such Contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the Contractor and subcontractor affirmatively states that

   1) the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and

   2) shall not henceforth be in such violation and

   3) the Contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

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

d. The Contractor shall notify all subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS

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

1. **Contractor's/Provider's Certification regarding Suspension and Debarment**

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

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

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

1.3.1 Checking the EPLS; or

1.3.2 Collecting a certification from that person; or

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

2. **Contractor's/Provider's Certification regarding Lobbying**

2.1 The Contractor/Provider certifies that:

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

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

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

CERTIFICATIONS

2.1.4 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 Section 1352, Title 31, U.S. Code of Federal Regulations. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2.1.5 No funds under this contract or agreement shall be used to pay the salary or expenses of the Contractor/Provider, or agent acting for the Contractor/Provider to engage in any activity designed to influence legislation or appropriations pending before the Missouri General Assembly.

3. Contractor's/Provider's Certification regarding a Drug Free Workplace

3.1 The Contractor/Provider certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The Contractor/Provider is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's/Provider's premises or off the Contractor's/Provider's premises while conducting official business. A report of a conviction shall be made to the Department within five (5) working days after the conviction. Submit reports to:

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

4. Contractor's/Provider's Certification regarding Environmental Tobacco Smoke

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

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

CERTIFICATIONS

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

5. **Contractor's/Provider's Certification regarding Non-Discrimination.**

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

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

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

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

5.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;

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

5.1.6 Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";

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

5.1.8 Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);

5.1.9 Missouri Governor's E.O. #05-30; and

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

SUBRECIPIENT SPECIAL CONDITIONS

The Department of Health and Senior Services (DHSS) has determined that this contract or agreement is subrecipient in nature as defined in the Office of Management and Budget (OMB) Circular A-133, Section 210. To the extent that this contract involves the use, in whole or in part, federal funds, the Contractor shall comply with the following special conditions.

1. The Contractor/Provider shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor/Provider through this contract or agreement.

2. In performing its responsibilities under this contract or agreement, the Contractor/Provider shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.

2.1 Uniform Administrative Requirements

A-102 – State/Local Governments
2 CFR 215 – Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110)

2.2 Cost Principles

2 CFR 225 – State/Local Governments (OMB Circular A-87)
2 CFR 230 – Not-For-Profit Organizations (OMB Circular A-122)
2 CFR 220 – Colleges and Universities (OMB Circular A-21)
48 CFR 31.2 – For-Profit Organizations
45 CFR 74 Appendix E – Hospitals

3. The Contractor/Provider shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to DHSS, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year if applicable. The Contractor/Provider shall return to the Department any funds disallowed in an audit of this contract or agreement.

4. The Contractor/Provider shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/asfr/ogapa/grantinformation/hhsgps107.pdf

SUBRECIPIENT SPECIAL CONDITIONS

5. The Contractor/Provider shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR 175.25. The subrecipient and subrecipients' employees may not:

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

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

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

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

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

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

8. The Contractor/Provider shall understand and agree that this contract or agreement involves the expenditure of federal funds. Therefore, in accordance with the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the Contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval on the Department is obtained and unless it clearly states the following:

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

8.2 The dollar amount of Federal funds for the project or program; and

8.3 The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

9. The Contractor/Provider shall provide its Data Universal Numbering System (DUNS) number, unless the Contractor is an exempt individual as per 2 CFR 25.110(b). Pursuant to 2 CFR 25, no entity may receive a subaward unless the entity has provided its DUNS number. The award of this contract or agreement shall be withheld until the DUNS number has been submitted to and verified by the Department.

SUBRECIPIENT SPECIAL CONDITIONS

10. Equipment

10.1 Title to equipment purchased by the Contractor/Provider for the purposes of fulfilling contract or agreement services vests in the Contractor/Provider upon acquisition, subject to the conditions that apply as set forth in 2 CFR 215.34 or 45 CFR 92.32, as applicable. The Contractor/Provider must obtain written approval from the Department prior to purchasing equipment with a cost greater than $500. The repair and maintenance of purchased equipment will be the responsibility of the Contractor/Provider. Upon satisfactory completion of the contract or agreement, if the current fair market value (FMV) of the equipment purchased by the Contractor/Provider is less than $5,000 there is no further obligation to the Department. Items purchased by the Contractor/Provider with a current FMV greater than $5,000 may be sold or retained by the Contractor/Provider but the Contractor/Provider may be required to reimburse the Department for costs up to the current value of the equipment.

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

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

Tracking #	**Contract Title:**	
37028	PUBLIC HEALTH EMERGENCY PREPAREDNESS	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
8/10/2011	6/30/2013	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
AOC12380152		01

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS 321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN) 446000196		DUNS NUMBER 010649846
AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE		DATE

Amendment #1 for Contract AOC12380152

Contract Title: Public Health Emergency Preparedness

Contract Period: August 10, 2012 through June 30, 2013

1. The State of Missouri hereby exercises its option to renew the above referenced contract for the period August 10, 2012 through June 30, 2013.

2. Delete the Scope of Work and Terms and Conditions in their entirety and replace with the revised Scope of Work and Terms and Conditions, attached hereto and incorporated by reference as if fully set forth herein.

PUBLIC HEALTH EMERGENCY PREPAREDNESS
SCOPE OF WORK – A

1. GENERAL

1.1 The contract amount shall not exceed $39,198 for the period of August 10, 2012 through June 30, 2013.

1.2 The Department has determined this contract is sub-recipient in nature as defined in the Office of Management and Budget (OMB) Circular A-133, Section 210. To the extent that this contract involves the use, in whole or in part, federal funds, the Contractor shall comply with the special conditions contained in Attachment B as attached hereto and incorporated by reference as if fully set forth herein.

2. PURPOSE

2.1 To maintain Missouri's public health system in relation to public health emergency planning and preparedness.

2.2 To maintain, upgrade, and supplement, but not supplant, state and local public health jurisdictions' preparedness for responding to biological terrorism, other outbreaks of infectious disease, and other public health threats and emergencies.

2.3 To maintain, exercise, and update a functional local public health emergency preparedness and response plan(s) that will be used in response to public health emergencies. Such plan(s) must correlate with the Department's public health emergency plan and adhere to federal guidelines.

2.4 To develop and maintain partnerships among local and/or regional entities for public health emergency response and preparedness.

2.5 To identify and implement protocols for the emergency preparedness and response plan(s).

2.6 To coordinate and evaluate local surveillance activities to ensure rapid detection of any public health concerns.

2.7 To coordinate crisis and emergency risk communication before and during an emergency.

2.8 To recruit, coordinate, and train local volunteers for public health emergency response and exercises, per the local public health emergency response plan.

3. DEFINITIONS

3.1 Department of Health and Senior Services: Referred to herein as "Department."

3.2 The County Health Department/Local Public Health Agency: Referred to herein as "Contractor."

3.3 Director of Local Public Health Agency: Referred to herein as "Administrator."

4. GENERAL DELIVERABLES

4.1 The Administrator, contract staff, and other employee(s) designated by the Administrator shall complete the Federal Emergency Management Agency (FEMA) Independent Study Program: IS-700 – Introduction to the National Incident Management System (NIMS), IS-800B – Introduction to the National Response Framework, IS -100 – Introduction to Incident Command System (ICS), and IS-200 – Basic Incident Command System, and IS-808, Introduction to ESF (Emergency Support Function) #8, Public Health and Medical Services and the FEMA Classroom Study Program: ICS 300 – Intermediate Incident Command System, and ICS 400 – Advanced Incident Command System. These courses must be completed within ten (10) months of the beginning contract date, if said person(s) have not already completed or within 10 months of hiring date.

4.2 The Contractor shall keep on file an updated listing of staff and their completion dates for all NIMS courses.

4.3 The Administrator shall assure that contract funds shall not be used to supplant existing local, state, or federal funding sources.

4.4 The Administrator shall purchase equipment to enhance the local response to public health emergencies. If past purchases have been made, the Administrator shall maintain equipment and software. The equipment may include, but is not limited to, personal computers or laptop computers for staff to respond in the field, portable printers for field response, satellite dishes for public health education programs, back-up generators, all weather radios, two-way radios compatible with local first responders, HAM radios and digital cameras. Per federal guidelines, contract funds cannot be used for vehicles, storage of immunizations, refrigerators, structural improvements or promotional items. Software may include, but is not limited to, mass faxing capabilities, public information dissemination, Adobe Acrobat, and Point of Dispensing (POD) software.

4.5 The Administrator shall provide twenty-four hours, seven days per week coverage for response to public health emergencies, and infectious diseases for Contractor's jurisdiction. This coverage requires the individual or their designee in charge to respond. The Contractor shall notify and provide the Department Situation Room (DSR) with cellular phone, pager, or answering service number(s) within twenty-four hours of any change. The Contractor shall maintain a current 24/7 roster with all contact information for the persons responsible to fill the ICS public health command role in their local jurisdiction and shall notify the DSR within one week of changes made in command staff and contact information.

4.6 Within one week of contract staff changes, the Contractor shall notify the Department of new employees' name, job function/title and contact information.

4.7 The Administrator or their designated employee is encouraged to attend semi-annual planning meetings scheduled by the Department's Center for Emergency Response and Terrorism (CERT).

4.8 The Administrator or their designated employee is encouraged to attend quarterly epidemiology meetings and/or conference calls organized by the Department's regional Senior Epidemiologist and/or Medical Epidemiologist.

4.9 The Contractor is encouraged to conduct and/or participate in an annual emergency preparedness and response plan exercise that is either an individual jurisdiction or multi-county jurisdiction.

4.9.1 If an exercise has been conducted or participated in, within sixty (60) days after any locally sponsored exercise, an after-action report (AAR), using the Homeland Security Exercise and Evaluation Program (HSEEP) format, shall be submitted to the Department that addresses all components of the exercise. If the exercise is a regional exercise with a regional report, each participating jurisdiction must also complete its own HSEEP AAR that describes any specific findings and improvement actions needed relating directly to the participating jurisdiction's own response plans and/or that jurisdiction's contribution to any regional response.

4.9.2 AARs for all exercises must include provision of a formal exercise evaluation in accordance with HSEEP. The Contractor shall provide evidence of work toward improvement actions relating to HSEEP AARs for contract monitoring within 180 days following completion and review of the HSEEP AAR by the Department.

4.9.3 The Contractor shall identify lessons learned and continue efforts to minimize gaps in local public health emergency planning and readiness efforts.

4.10 The Contractor shall designate a Health Alert Network (HAN) coordinator. This coordinator must have administration and distribution rights at the local level. When individuals request access to the HAN, the coordinator shall manage who will have security access to information distributed through the HAN based on public health roles, thus ensuring ongoing protection of critical data distributed through the HAN system.

4.11 The Contractor shall participate in necessary trainings as scheduled by CERT regarding the use of the new HAN system.

4.12 The Contractor shall ensure key local HAN contact information is transferred to the HAN system and is updated on a quarterly basis.

4.13 The Contractor shall inform the state HAN Coordinator of any notifications initiated at the local level.

4.14 The Contractor shall participate in a two-day Partner Readiness Evaluation Program (PREP) once every three years.

4.14.1 During the two years when the on-site PREP is not conducted, the Contractor shall be required to provide a status update from the recent PREP visit's Strategic Planning Objectives & Action Steps document, through the Semi-Annual Reports.

4.14.2 The Contractor shall provide to CERT various documents to conduct the PREP process, including but not limited to, an updated version of the LPHA All-Hazards Plan, resource listing, Local Planning and Assessment Tool, and After Action Reports (AARs).

4.15 The Contractor shall collaborate with the Department on the prioritization and future implementation of the Centers for Disease Control and Prevention's (CDC's) Preparedness Capabilities and Performance Measures. Provide local input, participate in conference calls, and/or complete survey(s) as requested by the Department in order to assist with strategic planning, as explained in CDC's Public Health Preparedness Capabilities document.

4.16 By June 30, 2013, complete the Tangible Personal Property Report, Attachment C, and return to CERT. Attachment C is attached hereto and incorporated by reference as if fully set forth herein. This form needs to be completed for any one single item that has a value of $5,000 or more. Items priced over $5,000 require prior approval before purchase can be made.

4.17 By June 30, 2013, submit a comprehensive inventory list of items under $5,000 purchased with DHSS preparedness funds, excluding office supplies and consumables.

4.17.1 The Contractor must use the provided template, Attachment D, to report this inventory to CERT or submit an inventory list already in place. Attachment D is attached hereto and incorporated by reference as if fully set forth herein.

5. PLANNING DELIVERABLES

The Contractor shall:

5.1 By January 31, 2013, review, update and document revisions to the public health emergency response plan for the Contractor's jurisdiction. Documentation shall include a tracking sheet outlining dates of revisions and revisions made. Records shall be kept on file by the Contractor and submitted to the Department on request.

5.2 By March 1, 2013, the Contractor shall complete the Local Planning and Assessment Tool, Attachment E, and submit to CERT. Attachment E is attached hereto and incorporated by reference as if fully set forth herein.

5.2.1 If your agency is receiving a PREP visit during this contract period, then the Local Planning and Assessment Tool and other required documents shall be submitted to CERT thirty (30) days prior to the scheduled visit. The Department will notify the Contractor within sixty (60) days of the PREP visit.

5.3 Collaborate with the Regional/Area Hospital Preparedness Program's partnership/coalition in order to develop plans to unify ESF-8 management of healthcare during a public health emergency. This partnership/coalition may include hospitals, home care agencies, home health agencies, community health centers, emergency medical services, long term care facilities, American Red Cross, emergency management directors and mental health facilities.

5.4 Ensure that the local public health emergency response plan(s) are integrated and consistent with the county or municipality emergency operation plan (specifically the health and medical annex).

5.5 Ensure that plans for Medical Countermeasures, including the Strategic National Stockpile (SNS), are integrated with the local public health emergency response plan(s). The SNS plan shall incorporate all planning elements found in the CDC guidance document: *Receiving, Distributing, and Dispensing Strategic National Stockpile Assets: A Guide for Preparedness*, Version 10.02 (or latest released version), with special emphasis on the ability to provide mass prophylaxis to their population during an event.

6. EPIDEMIOLOGY DELIVERABLES

The Contractor shall:

6.1 If available, provide assistance statewide for public health emergencies, upon request by the Director of CERT.

6.2 Ensure that the person performing the epidemiology deliverables attends at least one regional meeting with other Epidemiology Specialists during the contract year.

6.3 Maintain a listing of key staff members or resources of hospitals, emergency rooms, laboratories, Foreign Animal Disease Diagnosticians (FADDs) or members of the Missouri Veterinary Volunteer Corps, medical examiners, coroners located in the jurisdiction and Communicable Disease/Emergency Response staff of contiguous Local Public Health Agencies in order to contact and access vital medical or disease information on a 24 hours/7 days per week/365 days a year basis. Make contact annually with the above key partners and update contact information.

7. COMMUNICATION DELIVERABLES

The Contractor shall:

7.1 Include a communications plan section in their Emergency Response Plan, which shall include:

7.1.1 Plans for message development and information dissemination.

7.1.2 A list of local media (television stations, radio stations and newspapers) for public health emergency issues.

7.1.3 A list of designated spokespersons identified to represent your agency in an emergency.

8. VOLUNTEER/TRAINER DELIVERABLES

8.1 The Contractor shall include the use of volunteers in the local emergency response plan.

9. REPORTS

9.1 The Contractor shall submit semi-annual reports of activities to the Department by February 15, 2013 and July 15, 2013. The reports shall state all activities that have

occurred related to the contract and the due dates stated within the expectations. When a deliverable cannot be met within the time frame specified herein, documentation and/or an explanation shall be included. Failure to submit reports or perform deliverables in the time frame specified may cause a delay/hold in reimbursement requests.

10. BUDGET AND ALLOWABLE COSTS

10.1 The Contractor shall be reimbursed an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in the Attachment F as attached hereto and incorporated by reference as if fully set forth herein.

10.2 The Department reserves the right to reallocate contract funds between contract budget categories at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Contractor will be given thirty (30) days prior written notification of any reallocation.

10.3 The Department reserves the right to reduce contract funds at any time during the contract period due to underutilization of contract funds. The Contractor will be given thirty (30) days prior written notification of any reduction.

10.4 As specific needs are identified within the Scope of Work, the Contractor may rebudget funds between object class categories of the budget within 10% of the total budget without obtaining prior written approval of the Department; this rebudgeting will not require execution of a contract amendment. Such rebudgeting shall not cause an increase in the indirect cost category without prior approval of the Department.

10.5 Administrative costs billed to the Department shall not exceed the amount stated in the budget, Attachment F. Administrative costs are those associated with the management and oversight of an organization's activities. The Contractor is not required to submit supporting documentation to the Department.

10.6 The Department shall reimburse the Contractor for transportation provided by personal vehicles (mileage) at the lower of the current IRS rate for mileage reimbursement or the mileage reimbursement rate set by the Contractor's internal policy.

10.7 The Contractor shall follow competitive procurement practices assuring all purchases are at reasonable prices.

11. INVOICING AND PAYMENT

11.1 If the Contractor has not already submitted a properly completed State Vendor Automated Clearing House Electronic Funds Transfer (ACH/EFT) Application for deposit into a bank account of the Contractor, such Application shall be completed and submitted per this section, as the Department will make payments to the Contractor through Electronic Funds Transfer. Payment will be delayed until the ACH/EFT application is completed and approved.

11.1.1 A copy of State Vendor ACH/EFT Application and completion instructions may be obtained from the Internet at: http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf.

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

11.2 In accordance with state policies and procedures, the Contractor/Provider shall submit an invoice billed to the Department on the Contractor/Provider's original descriptive business invoice form. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice or bill.

11.3 The contractor shall be paid on a monthly basis for actual cost incurred. Invoices shall be due by the 15th day of the month following the month in which services were provided during the contract period

11.4 All Public Health Emergency Preparedness invoices and reports shall be sent to:

Missouri Department of Health and Senior Services
Center for Emergency Response and Terrorism
Attention: Melissa Brown
P.O. Box 570
Jefferson City, MO 65102-0570
CERTGrantsContracts@health.mo.gov

11.5 Final invoices are due within thirty (30) calendar days of the contract or agreement ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

11.6 If a request by the Contractor/Provider for payment or reimbursement is denied, the Department shall provide the Contractor/Provider with written notice of the reason(s) for denial.

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

11.8 If the Contractor/Provider is overpaid by the Department, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" upon official notification by the Department and shall mail the payment to:

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

12. GENERAL CONTRACT PROVISIONS

12.1 Amendments

12.1.1 Any changes to this contract or agreement shall only be made by execution of a written amendment signed and approved by the Department.

12.2 Renewals

12.2.1 The Department shall have the right, at its sole option, based upon available funding and Contractor performance during the prior contract period, to renew the contract for one (1) additional one-year periods. In the event the option is exercised, all terms and conditions, requirements and specifications of this contract shall remain the same and apply during the renewal period.

12.3 Monitoring

12.3.1 The state agency reserves the right to monitor this contract during the contract period to ensure financial and contractual compliance.

12.3.2 Contractors deemed high-risk by the state agency may have special conditions or restrictions imposed, including but not limited to the following: withholding authority to proceed to the next phase of the project until the state agency receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the state agency. Special conditions or restrictions can be imposed at the time of the contract award or at any time after the contract award. Written notification will be provided to the Contractor prior to the effective date of the high-risk status.

12.4 Document Retention

12.4.1 The Contractor/Provider shall retain all books, records, and other documents relevant to this contract or agreement for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract or agreement. The Contractor/Provider shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

12.5 Confidentiality

12.5.1 The Contractor/Provider shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor/Provider establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law. The Contractor/Provider assumes liability for all disclosures of confidential information and breaches by the Contractor/Provider and/or the Contractor's/Provider's subcontractors and employees. The Contractor/Provider agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections

192.067 and 192.667, RSMo, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated under HIPAA, including but not limited to the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, the "Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164, subpart C, the "Security Rule"), and the Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164, the "Breach Notification Rule").

12.6 Liability

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

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

12.7 Publications, Copyrights, and Rights in Data and Reports

12.7.1 Any publicity release mentioning contract or agreement activities shall reference the contract or agreement number and the Department. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract or agreement and the Department. The Contractor/Provider shall obtain approval from the Department prior to the release of such publicity or publications.

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

12.8 Authorized Personnel

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

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

12.8.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

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

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

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

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

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

12.9 Termination

12.9.1 The Contact may be terminated in accordance with the following provisions:

a. If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract or agreement, or in the event of a change in federal or state law relevant to this contract or agreement, the obligations of each party may, at the sole discretion of the Department, be terminated in whole or in part, effective immediately or as determined by the Department, upon written notice to the Contractor/Provider from the Department.

b. The Contractor/Provider may terminate the contract or agreement by giving written notice at least sixty (60) calendar days prior to the effective date of such termination. The Department reserves the right to terminate the contract or agreement, in whole or in part, at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the Contractor/Provider at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor/Provider pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department as authorized by law. The Contractor/Provider shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Department and for all non-cancelable obligations incurred pursuant to the contract or agreement prior to the effective date of termination.

12.10 Subcontracting

12.10.1 The Contractor may subcontract for the provision of services as described in this contract, provided that:

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

b. Pursuant to subsection 1 of section 285.530, RSMo no Contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general Contractor or subcontractor of any tier shall not be liable when such Contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the Contractor and subcontractor affirmatively states that

   1) the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and

   2) shall not henceforth be in such violation and

   3) the Contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

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

d. The Contractor shall notify all subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS

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

1. Contractor's/Provider's Certification regarding Suspension and Debarment

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

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

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

1.3.1 Checking the EPLS; or

1.3.2 Collecting a certification from that person; or

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

2. Contractor's/Provider's Certification regarding Lobbying

2.1 The Contractor/Provider certifies that:

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

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

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

CERTIFICATIONS

2.1.4 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 Section 1352, Title 31, U.S. Code of Federal Regulations. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2.1.5 No funds under this contract or agreement shall be used to pay the salary or expenses of the Contractor/Provider, or agent acting for the Contractor/Provider to engage in any activity designed to influence legislation or appropriations pending before the Missouri General Assembly.

3. Contractor's/Provider's Certification regarding a Drug Free Workplace

3.1 The Contractor/Provider certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The Contractor/Provider is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's/Provider's premises or off the Contractor's/Provider's premises while conducting official business. A report of a conviction shall be made to the Department within five (5) working days after the conviction. Submit reports to:

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

4. Contractor's/Provider's Certification regarding Environmental Tobacco Smoke

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

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

CERTIFICATIONS

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

5. Contractor's/Provider's Certification regarding Non-Discrimination.

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

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

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

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

5.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;

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

5.1.6 Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";

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

5.1.8 Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);

5.1.9 Missouri Governor's E.O. #05-30; and

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

SUBRECIPIENT SPECIAL CONDITIONS

The Department of Health and Senior Services (DHSS) has determined that this contract or agreement is subrecipient in nature as defined in the Office of Management and Budget (OMB) Circular A-133, Section 210. To the extent that this contract involves the use, in whole or in part, federal funds, the Contractor shall comply with the following special conditions.

1. The Contractor/Provider shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor/Provider through this contract or agreement.

2. In performing its responsibilities under this contract or agreement, the Contractor/Provider shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.

2.1 Uniform Administrative Requirements

A-102 – State/Local Governments
2 CFR 215 – Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110)

2.2 Cost Principles

2 CFR 225 – State/Local Governments (OMB Circular A-87)
2 CFR 230 – Not-For-Profit Organizations (OMB Circular A-122)
2 CFR 220 – Colleges and Universities (OMB Circular A-21)
48 CFR 31.2 – For-Profit Organizations
45 CFR 74 Appendix E – Hospitals

3. The Contractor/Provider shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to DHSS, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year if applicable. The Contractor/Provider shall return to the Department any funds disallowed in an audit of this contract or agreement.

4. The Contractor/Provider shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/asfr/ogapa/grantinformation/hhsgps107.pdf

SUBRECIPIENT SPECIAL CONDITIONS

5. The Contractor/Provider shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR 175.25. The subrecipient and subrecipients' employees may not:

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

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

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

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

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

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

8. The Contractor/Provider shall understand and agree that this contract or agreement involves the expenditure of federal funds. Therefore, in accordance with the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the Contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval on the Department is obtained and unless it clearly states the following:

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

8.2 The dollar amount of Federal funds for the project or program; and

8.3 The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

9. The Contractor/Provider shall provide its Data Universal Numbering System (DUNS) number, unless the Contractor is an exempt individual as per 2 CFR 25.110(b). Pursuant to 2 CFR 25, no entity may receive a subaward unless the entity has provided its DUNS number. The award of this contract or agreement shall be withheld until the DUNS number has been submitted to and verified by the Department.

SUBRECIPIENT SPECIAL CONDITIONS

10. Equipment

10.1 Title to equipment purchased by the Contractor/Provider for the purposes of fulfilling contract or agreement services vests in the Contractor/Provider upon acquisition, subject to the conditions that apply as set forth in 2 CFR 215.34 or 45 CFR 92.32, as applicable. The Contractor/Provider must obtain written approval from the Department prior to purchasing equipment with a cost greater than $500. The repair and maintenance of purchased equipment will be the responsibility of the Contractor/Provider. Upon satisfactory completion of the contract or agreement, if the current fair market value (FMV) of the equipment purchased by the Contractor/Provider is less than $5,000 there is no further obligation to the Department. Items purchased by the Contractor/Provider with a current FMV greater than $5,000 may be sold or retained by the Contractor/Provider but the Contractor/Provider may be required to reimburse the Department for costs up to the current value of the equipment.

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

ATTACHMENT C

TANGIBLE PERSONAL PROPERTY REPORT

Supplemental Sheet SF-428S

Federal Grant or Other Identifying Number Assigned by Federal Agency (Block 2 on SFY-428). Leave blank for Consolidated Annual Reports (Block 1 below)

1. Report Type (Choose One)		2. Report As Of:
(a) Individual _____	(Reporting Federally-owned property for one award)	30 SEP _____ (YYYY)
(b) Consolidated _____	(Reporting Federally-owned property for all awards with a Federal Agency Organizational Element)	or _____ (MM/DD/YYY)

3. Federally-owned Property

	Award Number (a)	GP or ACQ (b)	Description of Item (c)	Identification Number (d)	Acq. Date (e)	Cond. Code (f)	Acq. Cost (g)	Disp. Req. (h)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

TANGIBLE PERSONAL PROPERTY REPORT DEFINITIONS

- Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. For forms SF-428 and its attachments, the term property will be synonymous with tangible personal property. The terms equipment and supplies will be used when referring to specific requirements.
- Supplies means all tangible personal property other than equipment. (45 CFR 92.3 Definitions)
- Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000. (rt CRF 92.3 Definitions)
- Equipment with a current per unit fair market value of $5,000 or more:
    - States: A state will use, manage, and dispose of equipment acquired under a grant by the State in accordance with State laws and procedures. (45 CFR 92.32.b.)
- If there is a residual inventory of unused supplies and other expendable property exceeding $5,000 in total aggregate value upon award closeout and if the supplies and expendable property are not needed for any other federally sponsored programs, the recipient shoud retain the supplies and expendable property or sell them and compensate ASPR.
    - Examples of supplies include computers, items in the caches and vaccines.

TANGIBLE PERSONAL PROPERTY REPORT
Supplemental Sheet SF-428S

Federal Grant or Other Identifying Number Assigned by Federal Awarding Agency (Block 2 of SF-428)	Attachment Type: ~~Annual Report~~ / Final (Award Closeout) Report / ~~Disposition Request/Report~~	Page	Of Pages
U3REP090???			

Complete one row for each item:

	Award Number (a)	GP or ACQ (b)	Description of Item (c)	Identification Number (d)	Acq. Date (e)	Cond. Code (f)	Acq. Cost (g)	Disp. Req. (h)
1	U3REP090???-??	ACQ		Manufacturer's Serial #				
2								
3								
4								
5								
6								
7								
8								
9								
10								

Code Description
1 Excellent. Property that is in new condition or unused condition and can be used immediately without modification or repairs.
4 Usable. Property which shows some wear, but can be used without significant repair.
7 Repairable. Property which is unusable in its current condition but can be economically repaired.
X Salvage. Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical.
9 Scrap. Property which has no value except for its basic material content.

NOT APPLICABLE FOR STATES (45 CFR 92.32.B)

SF-428S Supplemental Sheet – Attachment to SF-428
OMB Approval Number: 2880-0999
Expiration Date: 4/30/2013

Instructions for Tangible Personal Property Report: SF-428S

A. General Instructions

This is a standard form to be used by recipients to provide detailed individual item information in connection with required reports of tangible personal property under Federal assistance awards.

Federal Grant or Other Identifying Number Assigned by Federal Agency. Enter the Federal grant, cooperative agreement or other financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. If the Supplemental Sheet is submitted in connection with a Consolidated Annual Report Attachment, leave blank and enter individual award numbers in Column (a) for each item.

Report Type. Indicate the type of report Attachment for which the individual item information is being provided.

a. Award Number. For Consolidated Annual Report Attachments, enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award. For all other Report Attachments (i.e., Individual Annual, Final, and Disposition Request/Report) leave blank.

b. GP or ACQ. Enter GP if the item is Federally-owned property. Note: Federally-owned property consists of items furnished by the Federal Government for use on the award identified in Block 1 or Column a). Enter ACQ if the item was acquired with award funds.

c. Description of Item. Provide a brief description of the item.

d. Identification Number. Enter the manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

e. Acq. Date. Enter the date the item was acquired by the recipient. For items furnished by the Federal Government, enter the date received by the recipient.

f. Cond. Code. Enter the applicable condition code from the following list:

Code	Description
1	Excellent. Property that is in new condition or unused condition and can be used immediately without modification or repairs.
4	Usable. Property which shows some wear, but can be used without significant repair.
7	Repairable. Property which is unusable in its current condition but can be economically repaired.
X	Salvage. Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical.
S	Scrap. Property which has no value except for its basic material content.

g. Acq. Cost. Enter the item acquisition cost.

h. Disp. Req. Indicate the type of disposition requested for each item by entering the corresponding number from Block 2 of the Final Report Attachment or Block 1 of the Disposition Request/Report Attachment. However, it is not necessary to enter this information when requesting the same disposition for all items of Federally-owned property or the same disposition for all items of Acquired Equipment (the disposition request indicated in the applicable Block(s) of the Final Report Attachment or the Disposition Request/Report Attachment will be sufficient). Not required for Annual Report Attachments.

SF-428S Supplemental Sheet - Attachment to SF-428
OMB Approval Number: 3090-0289
Expiration Date: 4/30/2013

Public Health Emergency Preparedness Inventory Listing

Email to: CERTGrantsContracts@health.mo.gov, or
fax to: 573-522-8636; Attn: Melissa Brown

LPHA Name: _____

Prepared By: _____

The supplies and/or equipment to be reported here are for items purchased with DHSS emergency preparedness funding, that **cost less than $5,000.00** and are used for emergency preparedness. For example: laptop computers, desktop computers, smart board, label makers, etc. Do not include consumable items.

Item Description	Quantity

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LPHA Reviewed:
LPHA Reviewer: PREP Facilitator:
Assessment Date: PREP Review Date:

Section 1: Introductory Material

Technical Assistance needed in this section: ☐ Yes ☐ No

1a Page # Location:	**The table of contents correctly corresponds to the numbered pages of the plan.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**
1b Page # Location	**The plan provides an overview or introduction, including a description of the purpose of the plan.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**
1c Page # Location	**The plan contains a list, table or other format detailing the necessary roles to be filled during all-hazard response operations, including SNS Operations.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**
1d Page # Location	**The plan clearly identifies all neighboring jurisdictions and, if applicable, tribal and/or military installations within the locality.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**
1e Page # Location	**The Local Public Health Agency (LPHA) has adopted the National Incident Management System (NIMS) through executive order, proclamation, resolution, or legislation as the agency's all-hazards incident response system.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**
1f Page # Location	**The plan details the procedure the LPHA will use to update and revise its plan on a regular basis.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development

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	LPHA Notes:	Facilitator Notes:

Section 2: Authority & Acknowledgements

Technical Assistance needed in this section: ☐ Yes ☐ No

2a Page # Location	The plan provides a description of the legal and administrative authority under which the LPHA would respond to an emergency requiring a public health response, including Strategic National Stockpile (SNS) operations.	
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No LPHA Notes:	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development Facilitator Notes:
2b Page # Location	The plan describes the responsibilities of the local emergency response agencies and other organizations that will respond to a public health emergency, including SNS operations.	
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No LPHA Notes:	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development Facilitator Notes:
2c Page # Location	The plan describes whom to notify, what level (e.g. alert, standby, report) and what method to communicate to request state assistance.	
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No LPHA Notes:	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development Facilitator Notes:
2d Page # Location	Multi-discipline planning/advisory group meets annually to review and/or update the SNS planning elements in the all-hazards plan.	
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No LPHA Notes:	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development Facilitator Notes:
2e Page # Location	The plan describes the process by which the LPHA develops intrastate and interagency mutual aid agreements (MAA) with neighboring jurisdictions including military installations, private sector and non-governmental organizations and includes or references MAA.	
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No LPHA Notes:	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development Facilitator Notes:

Section 3: Staffing and Volunteer Requirements

Technical Assistance needed in this section: ☐ Yes ☐ No

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3a Page # Location	**The plan contains a roster or other format detailing the necessary roles to be filled during all-hazard response operation, including SNS operations.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

3b Page # Location	**Call-down lists for personnel and volunteers with roles identified in item 3a are current and updated quarterly.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

3c Page # Location	**The plan contains copies of Job Aids or Job Action Sheets for staff and volunteers detailing specific functions of each role indicated as necessary identified in 3a.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

3d Page # Location	**Designated personnel identified in 3a are trained.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

3e Page # Location	**Badging procedures are in place for all personnel and volunteers responding to a public health event.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

3f Page # Location	**The local plan addresses staff/volunteer management (for example, work breaks, shift schedules, meals/snacks, lodging, family care).**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

3g Page #	**The plan provides procedures for how the LPHA will assimilate staff and/or volunteers into a response operation.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A	**PREP Facilitator Response**

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Location	Addressed Regionally: ☐ Yes ☐ No	☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	Facilitator Notes:

3h Page # Location	The plan describes volunteer recruitment, and addresses the process for volunteer recruitment; partners the LPHA works with for recruitment; how volunteers are notified; how volunteers are used in an emergency; how volunteers are retained; how volunteers are credentialed; and the LPHA's involvement in the state's Show-Me Response implementation.	
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	Facilitator Notes:

Section 4: Hazard Analysis & Vulnerabilities

Technical Assistance needed in this section: ☐ Yes ☐ No

4a Page # Location	The plan identifies indicators that will suggest an event has occurred that could exceed the ordinary capacity of the LPHA and possibly the surge capacity of the LPHA.	
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	Facilitator Notes:

4b Page # Location	The plan demonstrates performance of a hazard analysis of threats (e.g. chemical industry, hurricanes, floods) and unique jurisdictional characteristics/vulnerabilities that may affect a public health response to an emergency event.	
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	Facilitator Notes:

4c Page # Location	The plan describes policies for how the LPHA is preparing for the vulnerabilities described in the results of the hazard analysis.	
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	Facilitator Notes:

4d Page # Location	The plan includes Standard Operating Procedures that describe an all-hazards response for activation, decision matrices, flow charts, decision trees, or other means of describing an all-hazards response.	
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	Facilitator Notes:

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Section 5: Command and Control

Technical Assistance needed in this section: ☐ Yes ☐ No

5a Page # Location	**The plan contains a table or diagram that illustrates the LPHA's command and control structure to be used for coordination of emergency response.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

5b Page # Location	**The plan contains a bulleted list, table or matrix that clearly identifies both the primary and secondary support roles for local, state, and federal partner agencies in areas such as command and control, detection, investigation, communication, containment and prevention, and recovery.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

5c Page # Location	**The plan details communication response actions to be taken, by whom, and how they will be documented.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

5d Page # Location	**The plan details the responsible party(ies) for notification, alerts, and mobilization; the method for notification; and contact information.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

5e Page # Location	**The plan describes where to report and the location of specified activity(ies).**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

5f Page # Location	**The plan describes the timing of the activities mentioned above.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development

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	LPHA Notes:	Facilitator Notes:

Section 6: Epidemiology/ Surveillance

Technical Assistance needed in this section: ☐ Yes ☐ No

6a Page # Location	**Upon notification, perform investigations of reportable infectious diseases and conditions, as needed, according to criteria established in the Department's Communicable Disease Investigation Reference Manual.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No **LPHA Notes:**	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development **Facilitator Notes:**
6b Page # Location	**The plan contains the protocol(s) for event-specific collection of health data and active surveillance outbreak management and regular passive surveillance of communicable disease reporting system currently in place.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No **LPHA Notes:**	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development **Facilitator Notes:**
6c Page # Location	**The plan provides evidence of early incident detection (e.g., the use and monitoring of regular surveillance data).**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No **LPHA Notes:**	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development **Facilitator Notes:**
6d Page # Location	**The plan describes the process for reporting notifiable conditions, including any on-call system(s), policies, and procedures to take reports of notifiable conditions 24/7/365.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No **LPHA Notes:**	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development **Facilitator Notes:**
6e Page # Location	**The plan describes epidemiological/outbreak investigation tasks for staff and/or volunteers that would be called upon in an LPHA emergency response.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No **LPHA Notes:**	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development **Facilitator Notes:**
6f	**The plan describes how epidemiological data is shared.**	

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Page # Location	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No LPHA Notes:	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development Facilitator Notes:

6g Page # Location	The plan calls for coordination with environmental investigation as required.
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No LPHA Notes:
	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development Facilitator Notes:

6h Page # Location	The plan addresses the processes for implementing quarantine and isolation.
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No LPHA Notes:
	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development Facilitator Notes:

6i Page # Location	The plan describes the legal authority to isolate and/or quarantine individuals, groups, and facilities.
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No LPHA Notes:
	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development Facilitator Notes:

6j Page # Location	The plan addresses coordination of public health and medical services among those isolated or quarantined.
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No LPHA Notes:
	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development Facilitator Notes:

6k Page # Location	The plan describes any stress management strategies, program and crisis response for those isolated or quarantined.
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No LPHA Notes:
	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development Facilitator Notes:

6l Page # Location	The plan describes the procedure and/or process for directing and controlling public information releases about those who have been isolated or quarantined.
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No LPHA Notes:
	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development Facilitator Notes:

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6m Page # Location	The plan includes a flow diagram or narrative description that indicates when the LPHA will consider deploying specific response activities and procedure to detail outbreak investigations.	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

Section 6 – Public Health Laboratory Information

6.1a Page # Location	The plan describes current packaging and shipping regulations on transporting infectious substances and dangerous goods to labs in the jurisdiction that can test for biological/chemical/radiological agents.	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**
6.1b Page # Location	The plan demonstrates the capability to transport specimens/samples to a confirmatory reference lab 24/7/365.	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**
6.1c Page # Location	The plan details the process of contacting the proper lab to notify them of what specimens to expect and any special directions.	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**
6.1d Page # Location	The plan includes a list of regional and state laboratory contacts.	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

Section 7 – Mass Patient Care

Technical Assistance needed in this section: ☐ **Yes** ☐ **No**

7a	The plan provides a detailed description of any LPHA role in mass patient care from the field to the medical treatment center.

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Page # Location	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No LPHA Notes:	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development Facilitator Notes:

7b Page # Location	The plan describes how mass patient care will be established.	
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No LPHA Notes:	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development Facilitator Notes:

7c Page # Location	The plan describes where mass patient care will be conducted.	
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No LPHA Notes:	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development Facilitator Notes:

7d Page # Location	The plan describes who will have access to care.	
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No LPHA Notes:	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development Facilitator Notes:

7e Page # Location	The plan describes how mass patient care will be maintained.	
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No LPHA Notes:	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development Facilitator Notes:

7f Page # Location	The plan provides documentation detailing the casualty transportation process for mass patient care from the field to the medical treatment center.	
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No LPHA Notes:	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development Facilitator Notes:

7g Page # Location	The plan describes plans, policies, and procedures to coordinate delivery of mass patient care services to shelters.	
	LPHA Response ☐ Yes ☐ No ☐ N/A	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development

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	Addressed Regionally: ☐ Yes ☐ No	
	LPHA Notes:	**Facilitator Notes:**

7h Page # Location	**The plan describes the system of tracking and monitoring known cases/exposed persons through disposition to enable short and long-term follow-up (including patients under isolation or quarantine).**	
	LPHA Response ☐ Yes ☐ No ☐ N/A	**PREP Facilitator Response**
	Addressed Regionally: ☐ Yes ☐ No	☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

Section 8: Mass Fatality Management

Technical Assistance needed in this section: ☐ **Yes** ☐ **No**

8a Page # Location	**The plan describes the process for managing mass fatalities in the local jurisdiction.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A	**PREP Facilitator Response**
	Addressed Regionally: ☐ Yes ☐ No	☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

Section 9: Environmental Hazards

Technical Assistance needed in this section: ☐ **Yes** ☐ **No**

9a Page # Location	**The plan addresses the management of environmental hazards to public health and the environment, such as contaminated media, epizootic disease and environmental health infrastructure failure, as needed according to criteria established in the Environmental Health Operational Guidelines (EHOG).**	
	LPHA Response ☐ Yes ☐ No ☐ N/A	**PREP Facilitator Response**
	Addressed Regionally: ☐ Yes ☐ No	☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

9b Page # Location	**The plan describes the process for determining corrective actions, reporting findings and establishing responsibilities for emergency actions in the following areas:**		
	LPHA Response		**PREP Facilitator Response**
	Foodborne and waterborne outbreak; investigation and control	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Vector surveillance for injury prevention and vector borne disease control	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Food safety	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Drinking water supply and safety	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Sanitation	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ Needs Further Development

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	Mass care and evaluation of shelter facilities	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Wastewater	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Solid waste management	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Hazardous waste management	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Air quality and PPE	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Radiation exposure response	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Chemical or toxic release control and clean up	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Animal Safety	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Addressed Regionally: ☐ Yes ☐ No		**Facilitator Notes:**
	LPHA Notes		

Section 10: At-Risk Populations and Behavioral Health

Technical Assistance needed in this section: ☐ **Yes** ☐ **No**

10a Page # Location	**The plan identifies at-risk populations within the jurisdiction.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

10b Page # Location	**The plan describes system in place and/or LPHA's role in providing services to at-risk populations.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

10c Page # Location	**The plan describes the LPHA's process to prepare response personnel for behavioral health implications of public health emergencies.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

10d Page # Location	**The plan addresses process to enhance the emotional resilience of a community prior to and following a public health emergency or disaster.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

10e	**The plan describes the behavioral health partnerships and the local resources the LPHA has cultivated to respond to behavioral health**

ATTACHMENT E

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Page # Location	needs:	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

Section 11: Continuity of Operations

Technical Assistance needed in this section: ☐ **Yes** ☐ **No**

11a Page # Location	**The plan addresses the strategies by which an agency or jurisdiction will provide ongoing function in light of a natural disaster or deliberately caused emergency.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

11b Page # Location	**The plan defines the limits of present LPHA internal capability/capacity of local, state, federal, and private resources to respond to an emergency.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

11c Page # Location	**The plan provides a description of the regular availability and surge capacity of LPHA personnel, treatment facilities, laboratories, redundant communications, pharmacologic supplies, and security, in relation to scope and duration for anticipated events.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

11d Page # Location	**The plan specifies to what extent the LPHA or partners can respond using their present human and physical resources before asking for outside assistance.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

11e Page # Location	**The plan specifies how the LPHA will determine when to ask for higher order support based on models and/or past experience.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development

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	LPHA Notes:	Facilitator Notes:

11f Page # Location	**The plan specifies when and how the various resources of partners would be requested to accomplish public health mission, and how long such resources can be maintained.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

Section 12: Communications

Technical Assistance needed in this section: ☐ **Yes** ☐ **No**

12a Page # Location	**Tactical communication and/or IT support call-down lists are reviewed and updated quarterly.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

12b Page # Location	**Communication pathways are established between command and management locations and support agencies.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No **Tested and Exercised Quarterly** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
Notes:	**LPHA Notes:**	**Facilitator Notes:**

12c Page # Location	**Redundant communications systems are in place and are tested quarterly to ensure communications remain available in the event primary communication systems are unavailable.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

Section 13: Public Information

Technical Assistance needed in this section: ☐ **Yes** ☐ **No**

13a Page # Location	**The plan contains a Media Contact List accompanied by a procedure for keeping the list current and accurate.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

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13b Page # Location	**The plan describes the approval process for communication.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No **LPHA Notes:**	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development **Facilitator Notes:**
13c Page # Location	**The plan will describe the process for how the LPHA is sending, receiving and interacting with the Health Alert Network (HAN).**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No **LPHA Notes:**	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development **Facilitator Notes:**
13d Page # Location	**The plan has a written Public Information and Communication (PIC) plan.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No **LPHA Notes:**	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development **Facilitator Notes:**
13e Page # Location	**The plan has a written Joint Information Center (JIC)/Joint Information System (JIS) plan.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No **LPHA Notes:**	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development **Facilitator Notes:**
13f Page # Location	**Materials (fact sheets, press releases, signs) or templates have been developed and cleared and methods for disseminating identified.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No **LPHA Notes:**	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development **Facilitator Notes:**
13g Page # Location	**Local plan includes information needs of at-risk populations.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No **LPHA Notes:**	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development **Facilitator Notes:**

Section H: Mass Prophylaxis

Technical Assistance needed in this section: ☐ **Yes** ☐ **No**

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14a Page # Location	**Plans contain procedures for dispensing sites to request re-supply of the SNS materiel from the state.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

Sub Section 1: Security

14.1a Page # Location	**Security plans for transportation of medical materiel have been developed.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

14.1b Page # Location	**Security Plans have been developed for dispensing site(s) and/or Local Distribution Site(s) (if applicable).**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

14.1c Page # Location	**Local level positions that coordinate the overall security issues have been trained on the specific security requirements for medical supplies management and distribution operations, and the plan contains contact information.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

Sub Section 2: Inventory Management

14.2a Page # Location	**Plan for Inventory Management System (IMS) is in place with back-up.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

14.2b Page # Location	**Chain of custody procedures are outlined in the plan, including the ability to track pharmaceutical lot numbers.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

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14.2c Page # Location	Procedure for chain of custody involving controlled substances received from Division of Strategic National Stockpile (DSNS) is outlined in plan.	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No **LPHA Notes:**	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development **Facilitator Notes:**

14.2d Page # Location	Local plan lists Drug Enforcement Administration (DEA) Registrant(s) to receive material from DSNS requiring DEA Form 222.	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No **LPHA Notes:**	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development **Facilitator Notes:**

SubSection3 - Dispensing

14.3a Page # Location	The local mass prophylaxis/dispensing plan addresses procedures for the following operational issues:				
	LPHA Response				**PREP Facilitator Response**
	Process for requesting SNS	☐ Yes	☐ No	☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Number of regimens of medication that can be dispensed to an individual	☐ Yes	☐ No	☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Number of regimens a family member can pick-up at a dispensing site	☐ Yes	☐ No	☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Minimum data elements that need to be collected for each unit of medication dispensed	☐ Yes	☐ No	☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Handling of symptomatic individuals	☐ Yes	☐ No	☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Handling of unaccompanied minors	☐ Yes	☐ No	☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Handling of non-English speakers/hearing impaired/ visually impaired/functionally illiterate	☐ Yes	☐ No	☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Procedures for crowd control, traffic management, and security	☐ Yes	☐ No	☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Procedures for shift hours and shift change	☐ Yes	☐ No	☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Establishment of hotline/call-bank procedures or other mechanisms to address questions/concerns from the public	☐ Yes	☐ No	☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Establishment of mechanisms to monitor adverse events	☐ Yes	☐ No	☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Policy for unaccompanied minors	☐ Yes	☐ No	☐ N/A	☐ Yes ☐ No ☐ Needs Further Development
	Minimum identification requirements in order to receive				☐ Yes ☐ No ☐ Needs Further Development

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	medication ☐ Yes ☐ No ☐ N/A		
	Use of force guidelines for law enforcement ☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ Needs Further Development	
	Procedure for providing prophylaxis to tribal nations or military installation (if applicable) ☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ Needs Further Development	
	Addressed Regionally: ☐ Yes ☐ No	**Facilitator Notes:**	
	LPHA Notes:		

14.3b Page # Location	**The local mass prophylaxis/dispensing plan includes a rapid dispensing strategy for dispensing at dispensing/Point of Dispensing (POD) sites.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A	**PREP Facilitator Response**
	Addressed Regionally: ☐ Yes ☐ No	☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

14.3c Page # Location	**Alternate dispensing modalities are included in the plan.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A	**PREP Facilitator Response**
	Addressed Regionally: ☐ Yes ☐ No	☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

14.3d Page # Location	**The local mass prophylaxis/dispensing plan includes established criteria, authorization, and procedures to alter clinical dispensing model to increase client throughput.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A	**PREP Facilitator Response**
	Addressed Regionally: ☐ Yes ☐ No	☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

14.3e Page # Location	**The plan specifies procedures for providing prophylaxis to first responders and critical infrastructure personnel.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A	**PREP Facilitator Response**
	Addressed Regionally: ☐ Yes ☐ No	☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

14.3f Page # Location	**The plan specifies procedures for providing prophylaxis to homebound and other at-risk populations.**	
	LPHA Response ☐ Yes ☐ No ☐ N/A	**PREP Facilitator Response**
	Addressed Regionally: ☐ Yes ☐ No	☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

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14.3g Page # Location	There are site-specific plans for each of the dispensing/POD sites.	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

14.3h Page # Location	The plan specifies how the following items will be made available at every dispensing/POD site before dispensing starts: drug fact sheets, agent fact sheets, dispensing/medical supplies, name/address/patient history (NAPH) forms, office supplies, office equipment, command and control vests and other identifiers, communication equipment, signs (interior and exterior) and crowd and traffic control equipment.	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

14.3i Page # Location	Process established for hospitals and alternate care facilities to be informed on how to procure emergency medical materiel.	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

14.3j Page # Location	Personnel authorized to request emergency medical materiel on behalf of the hospitals and alternate care facilities have been identified and documented. Contact information is updated quarterly.	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

14.3k Page # Location	Procedures are documented in the local SNS planning for hospitals and alternate care facilities to request emergency medical materiel.	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

Section 15: Training Activities

Technical Assistance needed in this section: ☐ Yes ☐ No

15a Page # Location	The LPHA shows training needs assessment has been completed by the staff during the contract year.	
	LPHA Response ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development

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	LPHA Notes:	Facilitator Notes:

15b Page # Location	The training needs assessment has a report outlining a summary of the outcome from the completed assessment.	
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	Facilitator Notes:

15c Page # Location	The LPHA has a 3-year training plan based from the assessment.	
	Addressed Regionally: ☐ Yes ☐ No	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	Facilitator Notes:

15d Page # Location	The LPHA is trained on procedures to request government subsidized assets and has educated community partners on accessing these assets such as SNS, medical caches, and other resources available.	
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	Facilitator Notes:

Section 16: Exercise Plan

Technical Assistance needed in this section: ☐ Yes ☐ No

16a Page # Location	The LPHA has developed plan to exercise the all-hazards plan annually. Exercise can either be conducted or participated in with other local partners.	
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	Facilitator Notes:

16b Page # Location	[redacted]	
	LPHA Response ☐ Yes ☐ No ☐ N/A Addressed Regionally: ☐ Yes ☐ No	PREP Facilitator Response ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	Facilitator Notes:

16c Page #	[redacted]

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Location	**LPHA Response** ☐ Yes ☐ No ☐ N/A **Addressed Regionally:** ☐ Yes ☐ No	**PREP Facilitator Response** ☐ Yes ☐ No ☐ Needs Further Development
	LPHA Notes:	**Facilitator Notes:**

Joplin City Health Department

2012-2013 Public Health Emergency Preparedness Contract Budget

Personnel Services	$	26,222.00
Fringe Benefits	$	9,252.00
Travel	$	1,300.00
Equipment	$	-
Supplies	$	200.00
Other	$	255.00
Contractual	$	-
Allowance for existing PREP Peer Consultant (add $2,000, if applicable)[1]	$	-
Meal Allowance for PREP Visit (add $200, if applicable)[2]	$	-
Allowance for new PREP Peer Consultant (add $3,000, if applicable)[3]	$	-
Administrative Fee (not to exceed 8% of Total Direct Cost)	$	1,969.00
PHEP CONTRACT TOTAL	$	39,198.00

1: Only applies to LPHAs that are receiving funding for existing PREP Peer Consultants.
2: Only applies to LPHAs that are receiving a PREP visit this contract period.
3: Only applies to LPHAs that are receiving funding for new PREP Peer Consultants.

Joplin City Health Department

2012-2013 Public Health Emergency Preparedness Contract Budget

Budget Narrative/Justification

Personnel Services

Mac McKeough Regional Planner (Joplin/Jasper County), Joseph Njenga Epi. Specialist (Joplin/Jasper County).

Fringe Benefits

Various Fringe including health insurance, workers comp, FICA, retirement, life insurance, dental insurance, deferred comp.

Travel

Includes $800 for misc. travel @ .51/mi. for two staff. Includes $500 for conf./seminar cost for 2 staff.

Equipment

*Separately list each equipment item that will singularly cost $5,000 or above. These items require prior authorization.

Supplies

Misc. office supplies (paper, pens, etc.) for 2 staff.

Other

Dues and memberships for IAEM, MEPA for emergency planner.

Contractual

Allowance for existing PREP Peer Consultant

Allowance for new PREP Peer Consultant

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

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

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

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

_____ _____
Company Name (if applicable) Date

EXHIBIT 1, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

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

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

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

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

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

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

Signature of Notary	*Date*

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

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

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

STATE OF MISSOURI
DEPARMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FEDERAL FUNDING SOURCE(S

Tracking # 37028	**State:** 0% $0.00	**Federal:** 100% $76,530.00

Contract Title: **PUBLIC HEALTH EMERGENCY PREPAREDNESS**

Contract Start: 8/10/2011 **Contract End:** 6/30/2013 **Amend#:** 01 **Contract #:** AOC12380152

Vendor Name: **JOPLIN CITY HEALTH DEPARTMENT**

Research and Development: **N** **Subject to A-133 Requirements:** **Y**

Federal Award Year: **DHSS #:** TP716971-11

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

CFDA: 93.069 **Federal Award:** 3U90TP716971-10S1

CFDA Name: PUBLIC HEALTH EMERGENCY PREPAREDNESS

Federal Award Name: PUBLIC HEALTH PREPAREDNESS AND RESPONSE FOR BIOTERRORISM

Vendor Name: **JOPLIN CITY HEALTH DEPARTMENT**

Research and Development: **N** **Subject to A-133 Requirements:** **Y**

Federal Award Year: 2012 **DHSS #:** TP000531-01Z

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

CFDA: 93.069 **Federal Award:** 1U90TP000531-01

CFDA Name: PUBLIC HEALTH EMERGENCY PREPAREDNESS

Federal Award Name: TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS

*** The Department will provide this information when the official Notice of Grant Award is received.**

COUNCIL BILL NO. 2012-453 ORDINANCE NO.

AN ORDINANCE approving a contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing August 10, 2012 and running through June 30, 2013, for the amount of Thirty Nine Thousand, One Hundred Ninety-Eight Dollars and no cents ($39,198.00), to enable the Health Department to provide Regional Public Health Emergency Planning and Preparation services; authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and further authorizing the City Manager to execute an agreement by and between the City and Jasper County, Missouri to conduct such activities; and containing an emergency clause.

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

Section 1. That the Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, dealing generally with the provision by the Health department, of Regional Public Health Emergency Planning and Preparation services, a true and accurate copy of said Contract being attached hereto as Exhibit "A", be and the same is hereby approved.

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

Section 3. That the form Public Health Preparedness Shared Staff Agreement by and between the City of Joplin and Jasper County, Missouri to provide regional public health emergency planning and preparation services, a true and accurate copy of said agreement being attached hereto as Exhibit "B" be and the same is hereby approved.

Section 4. That the City Manager is hereby authorized and directed to execute said agreement with Jasper County, Missouri to provide Regional Public Health Emergency Planning and Preparation services to said counties.

Section 5. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: SEPTEMBER 24, 2012

CB 2012-54
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT; ATTACHMENT: ELECTION RESULTS

Finance Director: Leslie Jones **Date:** 9-12-12
City Attorney: Brian Head **Date:** 9-12-12
City Manager: Mark Rohr **Date:** 9-14-12

INTRODUCTION:
This Council Bill approves an amendment to the Policemen's and Firemen's Pension Plan as requested by the Internal Revenue Service for issuance of a favorable determination letter regarding the tax qualified status of the Plan.

DISCUSSION:
In January of 2009, the Pension Board requested a determination letter from the IRS on the Policemen's and Firemen's Pension Plan. A determination letter is an official ruling that the form of the plan is in compliance with all IRS rules and regulations.

Without a determination letter, if the Plan is ever audited by the IRS and the plan language is found to be out of compliance with IRS rules and regulations, the plan could potentially be disqualified. Essentially, this could mean two different things for the plan and its' participants.

It could mean that the earnings of the plan become taxable. It could also mean that a participant that remains working past their eligible retirement date could be taxed on their retirement benefit without receiving the benefit.

The IRS has just recently responded with a favorable determination letter, dependent upon the adoption of the changes set forth in this ordinance by early October. The changes mirror current language of the Internal Revenue Code, which establishes maximum benefit limits for pension retirement plans. While the language must be included in the pension plan in order to be a qualified plan, the amendment will not change any benefit for any retiree or current employee. The IRS limits are set at such a high level that none of the language will apply to anyone on this retirement plan.

Any change to the Policemen's and Firemen's Pension Plan must be approved by the membership through an election and ratified by the City Council in an ordinance. An official election of the pension membership was held from August 13, 2012 through September 7, 2012. The membership voted 150 in favor and 6 against amendment 1 and 153 in favor and 3 against amendment 2. Therefore, the membership passed the language changes.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2012-511 **ORDINANCE NO.**

AN ORDINANCE amending the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri as adopted January 5, 2009, effective January 31, 2009, as requested by the Internal Revenue Service for issuance of a favorable determination letter regarding the tax qualified status of the Plan.

WHEREAS, the Policemen's and Firemen's Pension Plan was last amended on January 5, 2009 by Ordinance Number 2009-001 to change benefits for new hires; and,

WHEREAS, the Board of Trustees of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri submitted to the qualified Plan Participants, the question as to whether certain amendments should be made to the Plan; and,

WHEREAS, of the 197 active and 116 retired Pension Policemen and Firemen, 150 voted in favor and 6 voted against Plan Amendment 1, and 153 voted in favor and 3 voted against Plan Amendment 2.

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

Section 1. That Section 3.7 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri be and same is hereby amended by replacing (D) in its entirety with the following:

'(D) If the payment of a retirement benefit under this Plan commences after the first day of the month coincident with or next following the date the Participant has attained age sixty-five (65), the limit described in paragraph (B) is increased to:

(1) If the annuity starting date is in a limitation year beginning before July 1, 2007, the total annual benefit payable in the form set forth in paragraph (A) commencing at the Participant's annuity starting date that is the actuarial equivalent of the dollar limitation, with the actuarial equivalence computed using whichever of the following produces the smaller annual amount: (a) the interest rate and mortality table or other tabular factor specified in the plan for determining actuarial equivalence for delayed retirement purposes; or (b) a 5 percent interest rate assumption and the applicable mortality table; or

(2) If the annuity starting date is in a limitation year beginning on or after July 1, 2007, the total annual benefit payable in the form set forth in paragraph (A) commencing at the participant's annuity starting date that is the lesser of (a) the actuarial equivalent of the amount in paragraph (B), with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table, and expressing the Participant's age based on completed calendar months as of the annuity starting date; and (b) the product of the dollar limitation under paragraph (B) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the plan at the participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the plan at age 65, both determined without applying the limitations of section 415.

The applicable mortality table is the mortality table described in Rev. Rul. 2001-62.'

Section 2. That Section 3.7 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri be and same is hereby amended by adding the following new subsections:

' (H) The $10,000 minimum benefit limitation of paragraph (E)(1), if provided, must be reduced if a participant has less than 10 years of service with the City at the time the participant begins to receive retirement benefits under the Plan. The reduction is made by multiplying the limit of paragraph (E)(1) by a fraction, the numerator of which is the participant's years of service with the City as of and including, the current limitation year, and the denominator of which is 10.

(I) When applying the limitations of this Section, all defined benefit plans (whether or not terminated) of the City, not including a Code Section 415(m) plan, are to be treated as one defined benefit plan.

(J) No repayment of contributions and earnings that were previously refunded due to a forfeiture of credited service pursuant to Code Section 415(k)(3) shall be taken into account under this Section.

(K) In the case of a Participant with less than 15 years of service as in Covered Employee, whose annuity starting date occurs before the Participant attains age 62, the limit described in paragraph (B) is limited to:

(1) If the annuity starting date is in a limitation year beginning before July 1, 2007, the total annual benefit payable in the form set forth in paragraph (A) commencing at the Participant's annuity starting date that is the actuarial equivalent of the dollar limitation, with the actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table described in Treasury Regulation Section 1.417(c)-1(d)(2); or

(2) If the annuity starting date is in a limitation year beginning on or after July 1, 2007, the total annual benefit payable in the form set forth in paragraph (A) commencing at the participant's annuity starting date that is the actuarial equivalent of the dollar limitation, with the actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table, and expressing the Participant's age based on completed calendar months as of the annuity starting date.'

Section 3. That Section 10.5 of the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri be and same is hereby amended, as required by the Internal Revenue Service for issuance of a favorable determination letter regarding the tax qualified status of the Plan, to read as follows:

'10.5 COMPLIANCE WITH APPLICABLE LAWS

The Trustees shall interpret and administer the Plan in such manner that the Plan shall remain in compliance with Sections 401 and 501 of the Code by meeting the requirements of Section 414(d) of the Code.'

Section 4. 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, and shall be in full force and effect immediately from and after its passage and approval.

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

_____ day of _____, 2012, by a _____vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

REPORT OF ELECTION

Policemen's and Firemen's Pension Fund

September 10, 2012

The Office of the City Clerk has conducted the City of Joplin's Policemen's and Firemen's Pension Fund Election, beginning August 13, 2012 through September 7, 2012 for retired members and for active members. A total of one-hundred fifty-six votes were cast from eligibility lists of one-hundred ninety seven active and one hundred forty-three retired Policemen and Firemen.

Ballots were counted by a team of two judges, selected from general employees of the City of Joplin. The two judges were from the Public Works Department and Planning Department.

It is therefore found and declared that the results are as follows:

YES	In favor of accepting the amended policy	150
NO	Opposed to accepting the amended policy	6

YES	The Trustees shall interpret and administer the Plan in such Manner that the Plan shall remain in compliance with Sections 401 and 501 of the Code by meeting the requirements of Section 414(d) of the Code	153
NO	The Trustees shall interpret and administer the Plan in such Manner that the Plan shall remain in compliance with Sections 401 and 501 of the Code by meeting the requirements of Section 414(d) of the Code	3

JUDGE JUDGE

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC
City Clerk

City of **Joplin** City Council Agenda Item

Requested Council Meeting Date: September 24, 2012

ITEM: COUNCIL BILL NO. 2012-622

ORIGINATING DEPARTMENT: FIRE DEPARTMENT
ATTACHMENTS: Council Bill No. 2012-, Bid tabulation sheet for bid package 2012-24

FIRE CHIEF MITCH RANDLES: MDR **DATE:** 9/13/2012
CITY MANAGER MARK ROHR [signature] **DATE:** 9-14-12
CITY ATTORNEY BRIAN HEAD: [signature] **DATE:** 9-13-12
FINANCE DIRECTOR LESLIE JONES: [signature] **DATE:** 9-13-2012

BACKGROUND:
This is the final purchase of a new Fire Apparatus for Fire Station #6 which was constructed at 5203 W. 32nd Street. This is an additional vehicle for the department which was proposed and is being funded by the Public Safety Tax and was one of the original items proposed to voters in November 2006.

DISCUSSION:
This fire apparatus will be a new vehicle for Fire Station #6, which was built at 5302 W 32nd Street. This apparatus was part of the original proposal for the public safety tax which was passed in November 2006 and is in the adopted 2011-2012 budget at the amount of $300,000.00. It will be a commercial chassis with a custom built heavy rescue apparatus body which conforms to all of the latest National Fire Protection (NFPA) standards and will meet the specific needs of the fire department. It is expected that this apparatus will have a 20 to 25 year service life.
Bids were requested and received from 4 vendors, Pierce Manufacturing, Appleton, Wisconsin, KME Fire Apparatus Nasquehoning, PA, Emergency one Products in Ocala, FL, and SVI Emergency Apparatus in Loveland, Co. Bids were opened on September 10, 2012 and were reviewed. It was determined that the Pierce Manufacturing Bid was the lowest and best bid for

his apparatus.

This Council Bill will authorize the City Manager to execute the purchase of the apparatus with Pierce Manufacturing of Appleton, WI for the amount of Two Hundred Ninety Six thousand and Sixty-three dollars and no cents ($296,063.00).

RECOMMENDATION:

Staff recommends approval of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2012- 622 ORDINANCE NO.

AN ORDINANCE authorizing and approving the City to purchase a Heavy Rescue Apparatus from Pierce Manufacturing, Inc., for the amount of Two Hundred Ninety Six Thousand, Sixty-Three Dollars, Zero Cents ($296,063.00); authorizing the City Manager to execute a Purchase Order 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, MISSOURI, as follows:

Section 1. That the purchase of a Heavy Rescue Apparatus from Pierce Manufacturing, Inc., of Appleton, Wisconsin, by the City of Joplin, Missouri, for the amount of Two Hundred Ninety Six Thousand, Sixty-Three Dollars, Zero Cents ($296,063.00) be and the same is, hereby approved.

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

Section 3. That this Ordinance, dealing generally with public safety and a current expenditure of the City of Joplin, is an emergency within the meaning of Section 2.12(1)(3) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2012, by a _____ vote.

_____
Melodee Colbert-Keen, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Fire Public Safety Motor Vehicles Fund – Account No. 001-6075-510-8210, to pay the amounts called for on the basis of the lowest and best bid received by the Fire Department.

Leslie Jones, Finance Director

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: 2012-24 BID ITEM DESCRIPTION: Heavy Rescue

BID OPENING DEADLINE: Sept. 10 -2012 DEPARTMENT: FIRE

REQUISITION NUMBER: DATE & TIME OPENED: Sept. 10 -2012 10:00 A.M.

OPENED BY: M. RANDLES WITNESSED BY: B THOMASSON

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT
JON'S MID AMERICA		TRAVIS TRENT			321,830
PIERCE	2ND	KEVIN McCAW			296,063
FELD FIRE	3RD	MARK KAUFMAN			333,911
MAX FIRE	1ST	Pete Leizer			314,028

****ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS****

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: SEPTEMBER 24, 2012

ITEM: COUNCIL BILL NO. 2012-623
ORIGINATING DEPARTMENT: FIRE DEPARTMENT

Fire Chief: Mitchell Randles MR	**Date:** 9/23/2012
Finance Director: Leslie Jones LJ	**Date:** 9-13-2012
City Attorney: Brian Head BH	**Date:** 9-13-12
City Manager: Mark Rohr MR	**Date:** 9-14-12

INTRODUCTION:
This Council Bill authorizes the City Manager to complete acontract for Architectural services for the Replacement of Fire Station #2 at 13th and Schifferdecker.

BACKGROUND:
On May 22, 2011 when the devastating EF5 Tornado struck Joplin and destroyed over 8,000 homes and businesses within the city. The Fire department also suffered catastrophic damage to both Fire Station #2 and Fire Station #4 which resulted in their complete destruction. Fire Station #2 was built by the City in 1981 and was first occupied as a permanent fire station in late 1982. This station was a single story facility consisting of 1 doubledepth bay capable of holding 2 apparatus and a single depth bay capable of holding a single apparatus. The living quarters consisted of a Dayroom, Dining area, Kitchen, a single large dorm style bedroom and rest room and single smaller officers/women's bedroom and restroom. Station #4 was built in 1989 and was first occupied by the department as a permanent facility in 1990. It also was a single story facility consisting of 2 double depth bays capable of holding 2 apparatus. Living quarters consisted of a small Dayroom, Dining area, Kitchen, a single large dorm style bedroom and rest room and a single smaller officers/women's bedroom and restroom and a small office space. Both stations were razed as a result of the damage sustained and temporary facilities where erected in their places until the City is able to rebuild.

DISCUSSION:
When preparing to replace the two destroyed stations it was necessary to review and consider several issues which are key in placing and designing fire department facilities. As part of the City's infrastructure, Fire Stations play a vital role in the protection of our citizens and their property. Fire Stations represent long term commitments to the citizens and their quality of life. It is vital that not only the right type ofstation is built but also the right location is determined for each station. Fire stations are placed in locations based on current NFPA and ISO recommendations which recommend that an Engine company is within a 1.5 mile radius or 4 minute response time of all structures within a protected area. The city had in the 1970's and 1980' placed several remote substations with this in mind. However during the 1990's and 2000's the city grew in a direction and path other than that which was projected when the stations were built. With information from our last ISO audit in 2003 and assistance from our GIS and engineering departments, New locations for the replacement of Fire Stations #2 and #4

which realign our response areas to more completely cover the city limitswith in a 1.5 mile response area.

In a special council meeting on May 10, 2012 the Council approved the purchase of property at 13th and Schifferdecker for the relocation of fire Station #2 and 34th and Hearns Blvd for the relocation of Fire Station #4 which were destroyed in 2011. These new locations combined with the current locations of Station #1, 3, 5 and 6 will significantly improve the fire departments response coverage for the City.

With the properties acquired a basic thought for the design ofthe replacement stations was envisioned and used to develop a request for qualifications. Station #2 at 13th and Schifferdecker will be a scaled down version of the newly constructed Fire Station #6. Fire Station #6 was built with a focus on sustainability, lower utility costs and low maintenance cost in mind. It is our intention to use a modified design with the same priorities to rebuild Station #2. Station #4 will be rebuilt at 34th and Hearns Blvd with a focus once again on sustainability, Low utility cost and low maintenance costs but due to a smaller lot size a two story facility will be built. It will also have a much different exterior appearance that that of Station #2 or #6. Our goal with Station #4 is to build a facility which has an exterior appearance of an early 1900's City Fire Station but on the interior it will be just as efficient and modern as any other newer Station.

It is further the goal of the department to build a long term facilities which will serve the city for the next several decades without the need for extensive maintenance or additions or upgrades.

RFQ's from nine different Architectural firms were received and were evaluated by city staff members from the Fire and Engineering departments with these goals and priorities in mind.

The firms which submitted RFQ's were CR Architecture, Cincinnati OH (Architect for Station #6), Sapp Architecture, Springfield, MO., GHN Architecture, Springfield, MO, SFS Architecture Kansas City, MO, WSKF Architecture, Kansas City, MO,PLJBD Architecture, Joplin, MO, Ness Architecture, Joplin, MO, and CGA Architecture, Joplin, MO.

It should be noted that no Architectural firm was entirely using local Architects or Engineers. Most of the out of town Architectural firms proposed using local Engineering firms for their engineering work. And each of the local Architectural firms used an out of town principle consulting Architectural firm and/or out of town engineering firms.

Following our review of the RFQ's 4 Architects were chosen for onsite interviews. Those who advanced to the interview process where CR Architecture, Sapp Architecture, GHN Architecture and SFS Architecture. Each of the firms made presentation on their vision and experiences which they could offer to the city for completing these projects in an accelerated time frame. Following these interviews it was the decision of the selection committee thatParagon and CR Architecture should be awarded the project for Fire Station #2 at 13th and Schifferdecker and Sapp Architects should be awarded the project for the Station #4 at 34th and Hearns Blvd.

RECOMMENDATION:

City Staff recommends this Council Bill be approved onan emergency basis.

COUNCIL BILL NO. 2012-623 ORDINANCE NO.

AN ORDINANCE approving a contract for Architectural services by and between the City of Joplin, Missouri, a Municipal Corporation, and Paragon architecture and CR Architecture and design, for the architectural and engineering services for the construction of a Fire Station on real estate located generally at West 13th street and Schifferdecker Avenue; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That a contract for Architectural services by and between the City of Joplin, Missouri, a Municipal Corporation, and Paragon architecture and CR Architecture and design, for the architectural and engineering services for the construction of a Fire Station on real estate located generally at West 13th street and Schifferdecker Avenue, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Contract and other documents necessary to complete the transaction by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, dealing generally with the preservation of public peace, health, and safety, is an emergency within the meaning of Section 2.12(1) and 2.12(3) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2012, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-seventh day of August in the year Two Thousand Twelve
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Joplin
602 S. Main Street
Joplin, Missouri 64801

and the Architect:
(Name, legal status, address and other information)

Paragon Architecture Inc, General Corporation
430 S. Glenstone
Springfield, MO 65802
Telephone Number: 417-885-0002
Fax Number: 417-868-0072

for the following Project:
(Name, location and detailed description)

Joplin Fire Station #2
13th St. / Junge Blvd and Schifferdecker Ave, Joplin Missouri
Design of a new fire station located at 13th St. / Junge Blvd and Schifferdecker Ave. The new fire station is presumed to include two apparatus bays, a fitness room, accommodations for four personnel, office, dayroom, and kitchen. The fire station will be designed to achieve LEED Certification and will be approximately 7,000 square feet. Station #2 will be based off of prototype design established at Station #6

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Complete Bid-Ready Documents shall be submitted 120 calendar days after Notice-To-Proceed, excluding the review time required by the City's Building Department.

.2 Substantial Completion date:

November 1, 2013

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

1,000,000 per occurrence
$2,000,000 aggregate

.2 Automobile Liability

$1,000,000 per occurrence

.3 Workers' Compensation

Statutory

.4 Professional Liability

$2,000,000 per occurrence
$2,000,000 aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded

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by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.17 Scope of Basic Services is further outlined in attached Exhibit B

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

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Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design opinion of probable construction cost.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval an updated opinion of probable construction cost.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner,, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

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.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be

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entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

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Additional Services		Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1	Programming	Architect	Basic Services
§ 4.1.2	Multiple preliminary designs	Not Provided	
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Architect	Basic Services
§ 4.1.6	Building information modeling	Architect	Basic Services
§ 4.1.7	Civil engineering	Architect through Civil Engineer	Attached Exhibit B
§ 4.1.8	Landscape design	Not Provided	
§ 4.1.9	Architectural Interior Design (B252™–2007)		
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Architect	Attached Exhibit B
§ 4.1.12	On-site project representation	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22	Commissioning (B211™–2007)	Architect	Attached Exhibit B
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2007)	Architect	Attached Exhibit B
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Architect	Attached Exhibit B

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

See attached Exhibit B

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

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.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 Twenty (20) visits to the site by the Architect over the duration of the Project during construction

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty (20) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land,

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rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary Opinion of Probable Cost of the Work and updated Opinion of Probable Cost of the Work prepared by the Architect as an Additional Service, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing e Opinion of Probable Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the Opinion of Probable Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's Opinion of Probable Cost of the Work shall be based on current area, volume or similar conceptual cost projection techniques. If the Owner requests the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's Opinion of Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration

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proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

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(Insert amount of, or basis for, compensation.)

The Architects compensation for Design Development and Construction Documentation Phase shall be fixed at $84,000 (approximately 6.0% of Cost of Construction).

The Planning and Evaluation Phase of Service:	$8,000
The Bidding and Permitting Phase of Service:	$11,000
Construction Administration Phase of Service:	$49,000

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Civil Engineering:	$27,000
Detailed Cost Estimating:	$6,000
Geotechnical Engineering:	$3,300
Phase 1 Environmental:	$2,400
Phase 2 Environmental:	If needed, a range of $6,000 to $12,000 depending on results of Phase 1
Life Cycle HVAC/Electrical:	$2,200
LEED Eval., Doc. and Cert.:	$32,000
Furniture, Furnishings and Equip:	$8,000

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Group Coordinator:	$50/hour
Management Support:	$50-$80/hour
Project Associate:	$50-$120/hour
Project Architect:	$85-$105/ hour
Project Manager:	$100-$125/hour
Design Support Manager:	$70-$125/hour
Design Group Director:	$130-$150/hour
Managing Principal:	$175/hour

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase	Thirty Two	percent (	32	%)
Construction Documents Phase	Sixty Eight	percent (	68	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Same as Section 11.3	

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE
If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT
§ 11.10.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % monthly

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 Architects Basic Design Services shall include professionally prepared Opinions of Probable Construction Cost at the Evaluation, and Construction Document Phase. The Final Opinion of Probable Construction Cost shall be submitted prior to advertising the project for bid

12.2 At the request of the Owner, the Architect shall, as an Additional Service, prepare a computer generated colored perspective rendering of the Project. The cost of such rendering will be at the Architect's hourly rates not to exceed $3,500

12.3 Fiduciary Responsibility: Neither the Architect, the Architect's consultants, nor their agents or employees has offered any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by Architect, the Architect's consultants, nor the agents or employees, as a consequence of Architect entering into the Agreement with Owner

12.4 Alternates: The Architect will prepare Alternates for bidding changes in material and products requiring minor documentation alteration at no increase fee. If the Alternates require major changes in documentation or material, the Architect's compensation for each Alternate shall be established at the time the Alternate is proposed and payable to the Architect whether the Owner accepts and builds the Alternate or does not accept the Alternate.

12.5 Bidding and Negotiation phase services assume the entire Project is to be bid at one time and do not include preparation of documents for phased construction. The Owner and their counsel shall prepare the contracts for construction with assistance from the Architect.

12.6 Owner provided special inspection services required by local building code and other governing authorities are not included in basic services

12.7 The Architect's professional liability shall be limited to the available limit of the professional practice policy approved by the Owner and in effect at the time of the claim. Architect shall provide a certificate of insurance to the Owner evidencing claim limits and shall endeavor to maintain the professional liability policy during the term of the Project provided that such coverage is available at commercially reasonable rates.

12.8 Basic Service includes preliminary review of LEED for sustainable design opportunities. Design , documentation, coordination and commissioning services shall be compensated as Additional Services. The LEED Green Building Rating System and other similar environmental guidelines utilizes certain design and usability recommendations on a project in order to promote an environmentally friendly and energy efficient facility. In addressing these guidelines, the Architect shall perform its services in accordance with that degree of skill and care ordinarily exercised in similar situations by members of Architect's profession involved in design of similar projects in the same locale as the Project. The Owner understands, however, that LEED is subject to various and possibly contradictory interpretations. Further, compliance may involve factors beyond the control of the Architect, including, but not limited to, the Owner's use and operation of the completed project. The Architect does not warrant or represent the Project will actually achieve LEED certification.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2

.3 Other documents:

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(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A, Initial Information
Exhibit B, Scope of Services

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
	Brad Erwin, President
(Printed name and title)	*(Printed name and title)*

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City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: SEPTEMBER 24, 2012

ITEM: COUNCIL BILL NO. 2012- 624
ORIGINATING DEPARTMENT: FIRE DEPARTMENT

Fire Chief: Mitchell Randles	**Date:** 9/13/2012
Finance Director: Leslie Jones	**Date:** 9-13-12
City Attorney: Brian Head	**Date:** 9-13-12
City Manager: Mark Rohr	**Date:** 9-14-12

INTRODUCTION:
This Council Bill authorizes the City Manager to complete acontract for Architectural services for the Replacement of Fire Station #4 at 34th and Hearnes Blvd.

BACKGROUND:
On May 22, 2011 when the devastating EF5 Tornado struck Joplin and destroyed over 8,000 homes and businesses within the city. The Fire department also suffered catastrophic damage to both Fire Station #2 and Fire Station #4 which resulted in their complete destruction. Fire Station #2 was built by the City in 1981 and was first occupied as a permanent fire station in late 1982. This station was a single story facility consisting of 1 doubledepth bay capable of holding 2 apparatus and a single depth bay capable of holding a single apparatus. The living quarters consisted of a Dayroom, Dining area, Kitchen, a single large dorm style bedroom and rest room and single smaller officers/women's bedroom and restroom. Station #4 was built in 1989 and was first occupied by the department as a permanent facility in 1990. It also was a single story facility consisting of 2 double depth bays capable of holding 2 apparatus. Living quarters consisted of a small Dayroom, Dining area, Kitchen, a single large dorm style bedroom and rest room and a single smaller officers/women's bedroom and restroom and a small office space. Both stations were razed as a result of the damage sustained and temporary facilities where erected in their places until the City is able to rebuild.

DISCUSSION:
When preparing to replace the two destroyed stations it was necessary to review and consider several issues which are key in placing and designing fire department facilities. As part of the City's infrastructure, Fire Stations play a vital role in the protection of our citizens and their property. Fire Stations represent long term commitments to the citizens and their quality of life. It is vital that not only the right type ofstation is built but also the right location is determined for each station. Fire stations are placed in locations based on current NFPA and ISO recommendations which recommend that an Engine company is within a 1.5 mile radius or 4 minute response time of all structures within a protected area. The city had in the 1970's and 1980' placed several remote substations with this in mind. However during the 1990's and 2000's the city grew in a direction and path other than that which was projected when the stations were built. With information from our last ISO audit in 2003 and assistance from our GIS and engineering departments, New locations for the replacement of Fire Stations #2 and #4

which realign our response areas to more completely cover the city limitswith in a 1.5 mile response area.

In a special council meeting on May 10, 2012 the Council approved the purchase of property at 13th and Schifferdecker for the relocation of fire Station #2 and 34th and Hearns Blvd for the relocation of Fire Station #4 which were destroyed in 2011. These new locations combined with the current locations of Station #1, 3, 5 and 6 will significantly improve the fire departments response coverage for the City.

With the properties acquired a basic thought for the design ofthe replacement stations was envisioned and used to develop a request for qualifications. Station #2 at 13th and Schifferdecker will be a scaled down version of the newly constructed Fire Station #6. Fire Station #6 was built with a focus on sustainability, lower utility costs and low maintenance cost in mind. It is our intention to use a modified design with the same priorities to rebuild Station #2. Station #4 will be rebuilt at 34th and Hearns Blvd with a focus once again on sustainability, Low utility cost and low maintenance costs but due to a smaller lot size a two story facility will be built. It will also have a much different exterior appearance that that of Station #2 or #6. Our goal with Station #4 is to build a facility which has an exterior appearance of an early 1900's City Fire Station but on the interior it will be just as efficient and modern as any other newer Station.

It is further the goal of the department to build a long term facilities which will serve the city for the next several decades without the need for extensive maintenance or additions or upgrades.

RFQ's from nine different Architectural firms were received and were evaluated by city staff members from the Fire and Engineering departments with these goals and priorities in mind.

The firms which submitted RFQ's were CR Architecture, Cincinnati OH (Architect for Station #6), Sapp Architecture, Springfield, MO., GHN Architecture, Springfield, MO, SFS Architecture Kansas City, MO, WSKF Architecture, Kansas City, MO,PLJBD Architecture, Joplin, MO, Ness Architecture, Joplin, MO, and CGA Architecture, Joplin, MO.

It should be noted that no Architectural firm was entirely using local Architects or Engineers. Most of the out of town Architectural firms proposed using local Engineering firms for their engineering work. And each of the local Architectural firms used an out of town principle consulting Architectural firm and/or out of town engineering firms

Following our review of the RFQ's 4 Architects were chosen for onsite interviews. Those who advanced to the interview process where CR Architecture, Sapp Architecture, GHN Architecture and SFS Architecture. Each of the firms made presentation on their vision and experiences which they could offer to the city for completng these projects in an accelerated time frame. Following these interviews it was the decision of the selection committee thatParagon and CR Architecture should be awarded the project for Fire Station #2 at 13th and Schifferdecker and Sapp Architects should be awarded the project for the Station #4 at 34th and Hearns Blvd.

RECOMMENDATION

City Staff recommends this Council Bill be approved onan emergency basis.

COUNCIL BILL NO. 2012-624 ORDINANCE NO.

AN ORDINANCE approving a contract for Architectural services by and between the City of Joplin, Missouri, a Municipal Corporation, and Sapp Design Associates Architects, for the architectural and engineering services for the construction of a Fire Station at 3400 S. Hearns Blvd. on real estate located generally at 3400 S. Hearnes Boulevard; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That a contract for Architectural services by and between the City of Joplin, Missouri, a Municipal Corporation, and Sapp Design Associates Architects, for the architectural and engineering services for the construction of a Fire Station on real estate located generally at 3400 S. Hearnes Boulevard, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Contract and other documents necessary to complete the transaction by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, dealing generally with the preservation of public peace, health, and safety, is an emergency within the meaning of Section 2.12(1) and 2.12(3) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2012, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

TRANSMITTAL

SDA ARCHITECTS

Michael J. Sapp AIA, NCARB President

James C. Stufflebeam AIA, NCARB Vice President

Eric McCune AIA, LEED AP BD+C

Kenton D. Sanders AIA, LEED AP BD+C

Pamela J. Haldiman AIA, LEED AP BD+C

Stephen J. Telscher AIA, NCARB, LEED AP BD+C

Lisa Drew-Alton AIA, NCARB, LEED AP BD+C

Karrie K. Smith Office Manager

DATE: September 6, 2012

TO: Jack Schaller, P.E.
Assistant Public Works Director
City of Joplin Engineering Dept.
602 South Main Street
Joplin, MO 64801

FROM: Michael J. Sapp, AIA, NCARB

RE: New Fire Station No. 4 for the City of Joplin

PROJ #

____	**SHOP DRAWINGS**	____	**FOR YOUR REVIEW AND APPROVAL**
____	**SPECIFICATIONS & PLANS**	X	**FOR YOUR RECORDS**
____	**PAYMENT APPLICATION**	____	**FOR YOUR USE**
X	**OTHER**	X	**AS NOTED IN DOCUMENT**

COPIES	DATED	DESCRIPTION
2	8/27/12	Revised "...Agreement Between Owner and Architect" AIA Document B101-2007 on above noted Project.

COMMENTS:

Please find above noted project contracts for your review and execution. After signing, please retain one (1) copy for your records and return the other executed copy back to our office. If you have any questions or comments, feel free to contact me. Thank you.

3750 S. Fremont
Springfield
Missouri 65804
417-877-9600
Fax 417-877-9696
E-mail
info@sdaarchitects.com
2012

Find us on Facebook

CC: SDA Copy (Emailed by USendIt & mailed *USPS – 9/06/12*)

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 27th day of August in the year Two Thousand Twelve (2012)

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Joplin
602 South Main Street
Joplin, Missouri 64801

and the Architect:
(Name, legal status, address and other information)

Sapp Design Associates Architects, P.C.
3750 South Fremont Avenue
Springfield, Missouri 65804
Missouri Certificate of Authority #000607

for the following Project:
(Name, location and detailed description)

The project is a new Fire Station Number 4 for the City of Joplin, Missouri. The Facility will be located at the southwest corner of the intersection of West 34th Street and South Main (Business 44).

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The Architect's Representatives include:	Michael Sapp, AIA, Project Administrator James Stufflebeam, AIA, Senior Project Manager Pam Haldiman, Project Manager Eric Street, AIA, Project Architect
The Owner's Representative includes:	Jack Schaller, Assistant Public Works Director Mitch Randles, Fire Chief

All construction work shall be by a single General Contractor as determined through a competitive bid process.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Bidding of Project is roughly planned to be 120 days after the Council's approval of contract. It is assumed that the Bid process then could take four (4) weeks and another four (4) weeks for Owner's review and contracts with selected contractor.

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.2 Substantial Completion date:
The schedule is unknown at this time.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative or representatives authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Each occurrence $2,000,000
General Aggregate $4,000,000

.2 Automobile Liability

Combined Single Limit $1,000,000

.3 Workers' Compensation

Each Accident $1,000,000

.4 Professional Liability

Each Claim $2,000,000
Annual Aggregate $2,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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(Paragraph deleted)

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility, if any, for filing documents required for the approval of governmental authorities having jurisdiction over the Project relative to Construction Permit.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations, enacted at the date of phase services performance and that are only applicable to the Architect's Scope of Services.

§ 3.2.2 The Architect will review the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations as may be applicable to the project scope.

(Paragraph deleted)

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate.

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§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the enacted design requirements as of the date of performing this phase of services of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding drafting contracts for construction to be reviewed by the Owner's legal counsel.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents through printed or digital media for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

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§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has

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progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment during the contract period.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

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§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct site observations to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final observation indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's site observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect, if requested, shall conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming	Owner	
§ 4.1.2	Multiple preliminary designs	Architect	4.2
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6	Building information modeling	Not Provided	
§ 4.1.7	Civil	Architect	4.2
§ 4.1.8	Geotechnical and Land Survey	Owner	
§ 4.1.9	Landscape design	Not Provided	
§ 4.1.10	Architectural Interior Design	Architect	4.2
§ 4.1.11	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.12	Detailed cost estimating	Not Provided	
§ 4.1.13	On-site project representation	Not Provided	
§ 4.1.14	Conformed construction documents	Not Provided	
§ 4.1.15	As-Designed Record drawings	Architect	4.2
§ 4.1.16	As-Constructed Record drawings	Not Provided	
§ 4.1.17	Post occupancy warranty	Architect	4.2
§ 4.1.18	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.19	Tenant-related services	Not Provided	

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§ 4.1.20	Coordination of Owner's consultants	Architect	4.2
§ 4.1.21	Telecommunications/data design	Owner	
§ 4.1.22	Security Evaluation and Planning	Architect/Owner	4.2
§ 4.1.23	Commissioning (B211™–2007)	Not Provided	
§ 4.1.24	Extensive environmentally responsible design	Not Provided	
§ 4.1.25	LEED® Certification (B214™–2007)	Architect	4.2
§ 4.1.26	Fast-track design services	Not Provided	
§ 4.1.27	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.28	Furniture, Furnishings, and Equipment Design (B253™–2007)	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.1.2 **Multiple Preliminary Designs:** The Architect will provide up to a maximum of three (3) alternative designs for the Owner's review in order to select a specific approach to be further developed and executed in the Architect's Basic Services.

4.1.7 **Civil:** The Architect will provide these specialized Engineering Services as deemed necessary for the project.

4.1.10 **Interior Design:** The Architect will only provide basic Interior Finish selections and allowances.

4.1.15 **As-Designed Record Drawings:** The Architect will only provide record drawings for the Architectural and Engineering documents as designed along with any additional documents executed during the construction phase.

4.1.17 **Post Occupancy Warranty:** The Architect will assist the Owner with any necessary and reasonable Contractor warranty work during the one-year post-construction cycle as will be specified in the Project Manual document.

4.1.20 **Coordination of Owner's Consultants:** The Architect will work with the Owner in coordinating each of their Consultant's work during the course of the project.

4.1.22 **Security Planning:** The Architect will provide assistance in coordinating Owner's Vendors/Specialists documentation that is required to be part of the Architect's base bid packet.

4.1.25 **Leed Certification:** The Architect will provide design services to model the sustainable approach of LEED at the Certified Level. However, the project will not be submitted to receive certification.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

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.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
.7 Preparation for, and attendance at, a public presentation, meeting or hearing;
.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.9 Evaluation of the qualifications of bidders or persons providing proposals;
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker;
.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) maximum reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
.2 Twenty Four (24) maximum visits to the site by the Architect over the duration of the Project during construction.
.3 Two (2) inspections maximum for any portion of the Projects to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
.4 Two (2) inspections maximum for any portion of the Projects to determine final completion.

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies

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related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed, specified, and coordinated by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, and contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding Phase has not commenced within 30 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market pending available funds.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of

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all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

(Paragraphs deleted)
§ 8.3.4 CONSOLIDATION OR JOINDER
§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION
§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to terminate or suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 60 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

(Paragraph deleted)

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§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Architect's office is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

The Owner's anticipated construction budget, inclusive of Architectural fees is $1,400,000.00.

The Basis for Compensation will be a percentage of construction cost value utilizing a fee rate of 7.1% which will be applied toward all items designed, specified, and coordinated by the Architect and is inclusive of the Contractor's Base

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Bid, all Bid Alternates, Profit, Overhead, Bonds and Insurance Cost for Basic Architectural, Structural, MEP Engineering, and Civil.

Based on the Owner's identified budget, the Architect's fee as a fixed fee value would be $92,810.00 and computed as follows: $1,307,190 @ 7.1% rate = $92,810.00 fee.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

4.1.2 **Multiple Designs:** The Architect will provide up to a maximum of three (3) preliminary designs, if necessary, as a Basic Service through the compensation value in 11.1.

4.1.7 **Civil:** These specialized engineering services will be provided as a Basic Service through the compensation value in 11.1.

4.1.10 **Architect Interior Design:** This service will be provided as a Basic Service through the compensation value in 11.1.

4.1.15 **As-Designed Record Drawings:** This service will be provided as a Basic Service through the compensation value in 11.1.

4.1.17 **Post-Occupancy Warranty:** This service will be provided as a Basic Service with up to two (2) maximum combined field visits to assist Owner with the one (1) year contractor warranty period.

4.1.20 **Coordination of Owner's Consultants:** This service will be provided as a Basic Service through the compensation value in 11.1.

4.1.22 **Security Evaluation/Planning:** This service will be provided as a Basic Service through the compensation value in 11.1.

4.1.25 **LEED Certification:** This service will be provided as a Basic Service through the compensation value in 11.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Billing of Services will be based on utilizing the Architect's current basic hourly rates in place at the time services were performed, see Article 11.7 for hourly rates.

Option – A lump sum, percentage fee or other fee formats may be utilized for any single specific additional services where hourly basis is not preferred by either party.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus One and two-tenths **percent** (1.2 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services for each Project A & B shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty-five	percent (	45	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)

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Total Basic Compensation	One Hundred	Percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Rates shown reflect current fiscal year 2012 values for the Architect.

Employee or Category	Rate
SAPP DESIGN ASSOCIATES ARCHITECTS	
Project Administrator	$180.00
Senior Project Manager	$160.00
Junior Project Manager	$130.00
Project Architect	$120.00
Architect III	$100.00
Architect II	$90.00
Architect I	$80.00
Cadd Technician	$75.00
Administrative Assistant	$60.00
Clerical Support	$47.00
Architectural Student	$37.00

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the actual direct cost of the expenses incurred by the Architect and the Architect's consultant.

(Paragraphs deleted)

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§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. No interest shall be charged on billed fees if paid within 5 business days after the regular monthly meeting of the board of education even if more than 30 days after billing. *(Insert rate of monthly or annual interest agreed upon.)*

Legal Rate

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 Any delays in the continuous sequence of authorized Basic and Additional Services, not the fault of the Architect, exceeding thirty (30) consecutive calendar days (during the performance of the listed phases or after the completion of a Phase) shall adjust the basic compensation Article 11.1 on the basis of the percentage of construction cost, as follows:

Design Development	(.25%)
Construction Documents	(determined at that time, but no less than .5%)

12.2 The following services are specifically excluded from the basic compensation of this contract. Reference Article 4 for other services are additional and/or optional services:

a. Any public or private on-site or off-site utility infrastructure and roadway coordination and design.
b. Environmental assessments and impact studies
c. Computer modeling
d. Special inspection testing and certifications
e. Building and Regulatory Permit Fees
f. Irrigation Design
g. Construction Staking
h. Providing Structural Building Calculations
i. Security Systems, Phone Systems, Data, Technology System or Infrastructure

12.3 If, due to the Architect's error, any required item or component of the projects is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project. However, if due to the Architect's error and/or omission from the construction documents occur then the Architect under the basic fee value will provide the necessary services and documents required for the Contractor to incorporate that element.

12.4 In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.

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12.5 Notwithstanding any other provisions of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the owner or the Architect, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit "A" – Architectural and Engineering Basic Services Fee Estimating Guidelines - Four (4) pages.

This Agreement entered into as of the day and year first written above.

OWNER	**ARCHITECT**
(Signature)	*(Signature)*
R. Mark Rohr, City Manager City of Joplin	Michael J. Sapp, AIA – President Sapp Design Associates Architects, P.C.
(Printed name and title)	*(Printed name and title)*
	ATTEST:
	Karrie K. Smith, Corporate Secretary

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City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: September 24, 2012
ITEM: Council Bill 2012- 625 amending the Classification and Pay Plan adopted by Ordinance No. 2000-192, and authorizing the updating of certain classifications presently in use by the City and containing an emergency clause.

ORIGINATING DEPARTMENT: Department of Human Resources

ATTACHMENTS: Council Bill No. 2012-625, Summary Sheet, White Paper on New Pay Plan, Descriptions for updated classifications.

DEPARTMENT HEAD:	Varying	**DATE:**
CITY MANAGER:	R. Mark Rohr	**DATE:** 9-14-12
CITY ATTORNEY:	Brian Head	**DATE:** 9-14-12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 9-14-12
HUMAN RESOURCES DIRECTOR:	Reba L. Snavely	**DATE:** 9/13/12

SUMMARY:
This Council Bill approves updating classifications for the Departments within the City of Joplin Classification and Pay System.

DISCUSSION:
The Classification and Pay Plan includes provisions whereby the Plan periodically can have classification titles added or job descriptions revised. The Classification and Pay Plan was reviewed in June 2007 with the Envisioning Process to bring it in line with the Blueprint for the Future and is being reviewed presently to change to a new pay system as requested by the Council.

The City Manager has reviewed and approved these classifications and is asking for them to be effective on November 1, 2012. Any changes in pay for these position descriptions are minimal and will be addressed at a later date.

RECOMMENDATION:
Staff recommends approval of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2012-625 **ORDINANCE NO. 2012-___**

AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2000-192 and authorizing revised job classification titles and updating position descriptions and containing an emergency clause.

WHEREAS, the City Council of the City of Joplin, Missouri, upon the recommendation of the Carl S. Becker Company, Inc., approved and implemented a Classification and Pay Plan on October 16, 2000, revised November 1, 2006, and occasionally added to since that time;

WHEREAS, that Classification and Pay Plan included provisions whereby the Plan was reviewed beginning in June 2007 with the Envisioning Process to determine second tier management staffing levels in specific departments and to be in line with the Blueprint for the Future I and II; and

WHEREAS, the Personnel Board reviewed and approved these classifications and the City Manager has reviewed and approved the revised job descriptions.

WHEREAS, the City Manager has reviewed the Classification and Pay Plan amendments and is recommending these to the Council as stated above;

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

Section 1. That the Classification and Pay Plan adopted by the Council of the City of Joplin, Missouri, on October 16, 2000, by Ordinance No. 2000-192, and has been amended to include functional and organizational changes.

Section 2. That the classifications as attached hereto and indicated on the "Summary Sheet" are hereby established.

Section 3. That this being an Ordinance affecting expenditures of the City government and having to do with the expenditure of public funds, shall be considered an Emergency Ordinance within the meaning of Section 2.12(3) (4) of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

CITY OF JOPLIN
Council Meeting
September 24, 2012

Council Bill 2012-625
Revisions/Updates to Job Descriptions

Summary Sheet

Job Title Changes and Updates
Department

Public Works
- Wastewater Plant Utility Worker
- Neighborhood Improvement and Building Code Supervisor

Legal Services
- Legal Specialist

Joplin Police Department
- Court Bailiff – Part Time
- Jail Administrator
- Public Safety Communications Operator

Fire Department
- Fire Marshall

Convention and Visitor's Bureau
- CVB Tourism and Events Specialist

Information Services
- IT Analyst
- Director of Information Services

New Position

Health Department
- Interpreter/Translator

Finance Department
- Assistant Finance Director

CITY OF JOPLIN
White Paper on New Pay Plan
August 8, 2012

By Reba L. Snavely

On Thursday, June 7, 2012, City Council met in the Informal Room on the fifth floor of City Hall to select an option for the new pay plan for fiscal year 2012-2013. The two options of choice were a range and step plan, as we have now, or a performance and competency based plan. The selection was a performance and competency based plan to be implemented on a trial basis for a two-year period.

As a result, the City Manager had a meeting with all Department Heads to discuss how to proceed with the plan and what needed to be done as we looked into the future. The City Manager then appointed an 11-member performance advisory committee consisting of department and division heads to review and recommend a new system built upon Council's decision of June 7th. That committee has met several times and has reviewed and discussed changes to:

- the job descriptions,
- the performance evaluation form,
- the policies, and
- the pay plan.

It has been determined that to implement Council's desire, these items need to come before Council for review and approval, and a timeline has been assigned to each, as follows:

1.	Job Descriptions	August 20, 2012	Primarily updates
2.	Performance Evaluation Form	September 24, 2012	Revised
3.	Policy Chapters 3, 4, 5, 6	September 24, 2012	Revised
4.	Salary Administration Plan	October 1, 2012	As adjusted

Over 30 job descriptions have been completed and will be placed on the August 20th agenda for review and approval before they can be incorporated into the new pay plan. The committee is in the final stages of approving the revised performance measurement document.

After the October 1 meeting, we will begin the training with employees and supervisors on the new system.

WASTEWATER PLANT UTILITY WORKER

Definition: Under general supervision of the Waste Water Chief Operator maintains and services the wastewater facilities and performs other maintenance and operational duties as required.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:

Removes course material and other obstructions from bar screen of aerators;
Tests sludge to determine the percentage of volatile solids, moisture content, and the pounds of sludge per hour;
Checks temperatures of bearings to determine need for lubrication;
Pumps out sludge boxes and cleans clarifiers;
Performs general building maintenance work such as mopping and dusting, repairing leaks, etc;
Performs general grounds maintenance such as mowing grass, spraying weeds, and picking up paper;
Performs minor repairs and maintenance;
Sometimes it will be necessary for this position to serve as a plant operator as qualified.
Watch gauges to make sure flow is at proper level and makes adjustments as necessary and performs other work as assigned.

Knowledge, Skills And Abilities:

Knowledge of State and Federal regulations, standards, and criteria for the discharge of effluent.
Knowledge of State and Federal recordkeeping and reporting for waste water treatment plant operations.
Knowledge of the materials and equipment used in maintaining and servicing the wastewater plant and facilities;
Knowledge of occupational hazards and safety precautions;
Knowledge of custodial procedures;
Skill in following complex oral and written instructions, procedures and guidelines.
Skill in landscape maintenance.
Ability to carry out simple written and oral instructions;
Ability to establish and maintain an effective working relationship with other employees.

WASTEWATER PLANT UTILITY WORKER (Cont'd.)

Physical Requirements:
High levels of standing, bending, twisting, squatting and carrying; medium to heavy lifting; manual dexterity to allow for maintenance and operation of job related equipment and tools; sighted, hearing, and mobility to such a degree as to not compromise safety rules of the safety of self and others; visual depth perception; medium to high levels of carrying, climbing, pushing, pulling, reaching and squatting. Manually and visually work with electronic equipment, gauges, dials and other instrumentation.

Qualifications: High school diploma or GED equivalent and at least six (6) months experience in related work. Must successfully complete a thorough background check. Valid driver's license required.

CITY OF JOPLIN

CLASS SPECIFICATION

Class Code: 671

NEIGHBORHOOD IMPROVEMENT AND BUILDING CODE SUPERVISOR

Definition: Under general supervision, plans, coordinates, and reviews the day-to-day activities of subordinate staff responsible for the building inspection/code enforcement division to include responsibilities of the building official for the City.

Essential Functions: Included in the essential functions listed below are attendance and dependability. There are no other positions that can do this work which requires the employee to be on the job. Other duties may be required in addition to those listed.

Tasks:

Plans, coordinates, assigns, and reviews the work of building inspectors, code enforcement inspectors, neighborhood improvement officers and other support staff to ensure that new construction/remodeling projects for residential and commercial structures in the City of Joplin comply with established zoning and building codes/ordinances and basic building codes and guidelines and that "nuisance" ordinances are enforced consistently and equitably; reviews construction plans for code compliance.

Meets with architects, engineers, contractors, and home/business owners to explain City of Joplin building and zoning codes and ordinances and basic building codes, answer questions regarding code/ordinance enforcement procedures, and consequences for noncompliance;
investigates and resolves problems/disputes between inspection staff and home/business owners regarding code compliance; oversees issuance of construction oriented permits/licenses.

Represents the City in meetings with the media and the Building Board of Appeals; develops and implements annual budget for the Building Division and Neighborhood Improvement administration, including maintaining an inventory of equipment, supplies, and materials needed for the efficient, effective operation of the Division and ordering additional stock as necessary; functions as a member of the Neighborhood Improvement Team.

Knowledge, Skills, and Abilities:

Knowledge of City of Joplin building and zoning codes and ordinances to be enforced
Knowledge of various City of Joplin "nuisance" ordinances enforced
Knowledge of enforcement procedures for City code/ordinance violations
Knowledge of regulations and procedures for issuing building/sign permits
Knowledge of basic building codes and guidelines, including electrical, plumbing, and general construction codes

NEIGHBORHOOD IMPROVEMENT AND BUILDING CODE SUPERVISOR (CONT'D)

Knowledge of the location of streets and addresses in the Joplin area
Knowledge of general management principles and practices, including budgeting, program/project planning and evaluation, and employee supervision and training
Skill in establishing and maintaining effective working relationships with property owners, architects, engineers, construction contractors, other staff, and the public
Skill in planning, organizing, and directing the activities of a municipal enforcement/regulatory agency
Skill in understanding and interpreting complex statutes, ordinances, regulations, and standards
Skill in reviewing and evaluating the work of subordinate staff to ensure that established regulatory/enforcement program standards are met
Skill in reading and understanding construction plans and blueprints
Skill in understanding and interpreting complex regulations and guidelines
Skill in inspecting property to identify violations of City of Joplin zoning and building codes and ordinances and violations of basic building codes and guidelines

Physical Requirements:
Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, calculators, FAX machines, copiers, and telephones; may require color and depth perception; must be sufficiently sighted, hearing, and mobile as to not compromise safety rules or the safety of self or others while working.

Qualifications: An undergraduate degree from an accredited college or university with major course work in Construction Management/Technology, Architecture, Structural, Civil, or Mechanical Engineering, or Business Administration and three (3) years experience in a municipal building department; OR certification as a Building Official from the International Code Council and three years experience in a municipal building department; AND experience equivalent to four (4) years full time construction project management, at least two (2) years of which involved supervisory responsibilities. Additional construction project management experience may substitute for the required education on a year for year basis. Must successfully complete a thorough background check. Must possess a valid vehicle operator's license.

Class Code: 228

LEGAL SPECIALIST

Definition: Under general supervision, performs a variety of technical legal work including drafting of documents and letters and other legal activities. Reports to the City Attorney or designee.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Transcribes and edits data; drafts documents including council bills, legal agreements, pleadings and letters; assists with budget preparation; compiles financial reports; prepares purchase orders, requisitions; maintains files of records and of Council meetings. Maintains records of court dockets and depositions.

Performs legal research and preparation of responses to officials and citizen inquiries.

Oversees preparation and maintenance of a variety of office records and files; assists with budget preparation; compiles financial reports; prepares purchase orders and requisitions; maintains litigation files; answers telephones and serves as office manager for both the City Attorney and the Assistant City Attorney. Orders and maintains office supply inventory, maintains attorneys' calendars and other meeting dates; makes travel and accommodation arrangements.

Knowledge, Skills, and Abilities:
Knowledge of general office management principles and practices.
Working knowledge of the City Charter, ordinances, policies and procedures regulating the programs, services and enforcement responsibilities of various City departments.
Knowledge of various software programs and computer skills.
Knowledge of and ability to use the internet for information and research.
Knowledge of basic research, analysis and problem solving techniques and practices.
Skill in establishing and maintaining effective working relationships with officials, department heads, other city employees, other government officials, and the public.
Skill in maintaining record management system.
Skill in organizing and coordinating a variety of administrative projects and activities.
Skill in understanding and interpreting complex laws, rules, policies and procedures.
Skill in researching, analyzing and recommending solutions to issues involving City practices and procedures.
Skill in researching, analyzing and referring questions involving citizens to appropriate department or agency for resolution.
Skill in taking minutes and transcribing meeting minutes.
Skill in operating a variety of office equipment including computers, transcription machines, copiers, telephone, FAX machines and calculators.
Skill in operating keyboards.

Class Code: 228

LEGAL SPECIALIST (Cont'd)

Ability to work well under pressure and time constraints and be adaptable and flexible in work patterns.
Ability to maintain confidentiality.

Physical Requirements:
Requires long periods of sitting; must have a degree of manual dexterity sufficient to operate office equipment such as computers, typewriters, copiers, FAX machines, telephones; sightedness is required adequate to read, enter and process records; must be mobile to such a degree that allows effective job related movement around work area or building to perform essential job functions; low levels of twisting and bending may be required.

Qualifications: Graduation from high school or GED equivalent and coursework in business, computer research, software applications and three years of office experience including one year in a law or similar office; able to enter data accurately and quickly. Must successfully complete a thorough background check. A valid driver's license preferred.

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 163

COURT BAILIFF

Definition: Under general supervision, provides security during Municipal Court sessions and serves a variety of Court documents on a part time basis. Reports to a Lieutenant in the Joplin Police Department.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:

Maintains order in courtroom and checks courtroom for security and cleanliness. Enforces courtroom rules of behavior and warns persons not to disturb court procedure. Collects and retains unauthorized weapons from persons entering courtroom.

Maintains commissioned status as a law enforcement officer to maintain order in the court room and provide security. Enforces rules of the courts, bailiff opens court by announcing the judge's arrival. Provides administrative support to judges, stocks courtroom supplies, delivers court documents and takes custody of offenders.

Reports need for police or medical assistance through the Communications Center.

Maintains security in Joplin Municipal Court sessions by preventing hostile persons from approaching the Judge or other staff; escorts prisoners to and from Court; sets up Courtroom in standard arrangement to facilitate effective handling of Court business;

Serves Joplin Municipal Court warrants, subpoenas, and related Court documents, including utilizing the Missouri Uniform Law Enforcement System and other information resources to locate subjects, serving papers or arresting the subjects as appropriate.

Advises attorneys of dress required of witnesses.

Knowledge, Skills, and Abilities:

Knowledge of Joplin Municipal Court procedures for Court and for serving warrants, subpoenas, and related documents.

Knowledge of law enforcement techniques, procedures, and practices.

Knowledge of the operation of the Missouri Uniform Law Enforcement System.

COURT BAILIFF (Cont'd.)

Skill in establishing and maintaining effective working relationships with other law enforcement agencies, Court defendants, and the public.
Skill in locating subjects and serving them with Court papers or arresting them for failure to appear.
Skill in preparing narrative and statistical reports.
Skill in operating a motor vehicle.
Skill in paying attention to detail.
Ability to work well in teams.
Skill in strong communication skills.
Ability to meet physical fitness standards.

Physical Requirements:
Long periods of sitting while operating a motor vehicle and standing in a courtroom; low levels of twisting and bending may be required; mobile to move about the court room, move between buildings to deliver warrants and to pursue individuals who are disruptive in the courtroom. Operation of all types of office equipment requiring manual dexterity. Potential exposure to life threatening situations involving firearms, infectious diseases, and vehicle accidents.

Qualifications: Graduation from high school or G.E.D. equivalent supplemented by successful completion of the police academy. Possession of current Missouri P.O.S.T. certification or possession of P.O.S.T. certification from another state and eligibility to obtain Missouri P.O.S.T. certification prior to employment. CPR and first aid training preferred. Must successfully complete a thorough background check demonstrating a clean criminal record. Must possess a valid State of Missouri operator's license.

CITY OF JOPLIN

CLASSSPECIFICATION
Class Code: 541

JAIL ADMINISTRATOR

Definition: Under general supervision, responsible for professional facility management and the administration, coordination and review of the security, treatment of inmates and administrative programs of a detention facility. Work involves directing professional, technical, security, clerical and other staff through subordinate managerial staff. Reports to the Chief of Police or designee.

Essential Functions: Included in the essential functions listed below are attendance and dependability. Employee must be on the job. Must maintain confidentiality. Other duties may be required in addition to those listed.

Tasks:
In accordance with City policy, State Standards, Police Department Procedures and other applicable regulations, properly operates the jail facility. Formulates facility policy and procedures. Maintains nationally recognized correction standards. Supervises and participates in the study of relevant policy and procedures and makes recommendations for changes as appropriate. Enforces policy and procedures for the facility;

Plans, supervises, coordinates and reviews programs which will meet the needs for the security, discipline, education, religion, health, dietary, work and general welfare of offenders;

Through jail supervisory staff, directs the assignment, training, supervision and evaluation of the staff. Reviews and recommends decisions on all employment and personnel actions;

Supervises and participates in the development and maintenance of the facility's operational budget;

Supervises and participates in the study of the organization, operations and supervises and makes recommendations for improvements affecting economy, efficiency and quality of organization, operations and services; oversees Supervises and participates in the study of relevant policy and procedures and makes recommendations for changes as appropriate.

As primary jail representative, performs public relations and liaison work; attends command staff meetings;

On a daily basis, interacts with management and line staff, offenders with special needs, office staff, local governmental law enforcement agencies, the municipal courts and other related entities;

Directs the participation and maintenance of a variety of standard operating records and reports necessary for proper accomplishment of facility requirements; sets and meets facility goals.

JAIL ADMINISTRATOR (Cont'd.)

Serves as a commissioned law enforcement officer with the Joplin Police Department in accordance with Missouri P.O.S.T. requirements.

Knowledge, Skills, and Abilities:
Knowledge of the principles and practices of detention facility management:
Knowledge of pertinent corrections law, rules and regulations;
Knowledge of the principles and practices of supervision and training;
Knowledge of the concepts of treatment delivery systems;
Skill in establishing and maintaining effective working relations with others and handle difficult interpersonal contacts;
Skill in expressing oneself, clearly and concisely, both orally and in writing;
Skill in supervising the preparation of a variety of standard records and reports;
Skill in applying management techniques to problems of administration and devise workable solutions;
Skill in to assigning, training, supervising and evaluating the work of others.

Physical Requirements:
Requires high levels of standing, bending, twisting, squatting, and carrying; manual dexterity to such a degree as to allow proper assembly, maintenance, and operation of job related equipment; must be sighted, hearing, and mobile to such a degree as to not compromise safety rules or the safety of self/others while working.

Qualifications: An undergraduate degree in criminal justice, behavioral science, business management, or other acceptable related field; five to seven years full time experience of increasingly responsible professional correctional work primarily in an institutional setting. Must not have a criminal record or any felony convictions. Must successfully complete a thorough background check. Must possess a valid driver's license. P.O.S.T. certification required.

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 594

PUBLIC SAFETY COMMUNICATIONS OPERATOR

Definition: Under general supervision, answers regular and emergency 911 phone calls and operates two-way radios to answer questions, dispatch appropriate law enforcement, fire, and/or emergency medical staff and to research and verify information requested by public safety staff. Reports to Public Safety Communications Manager.

Essential Functions: Included in the essential functions listed below are attendance and dependability. Employee must be on the job as scheduled. Other duties may be required in addition to those listed.

Tasks:

Answers phone calls on regular phone lines to answer questions requiring general information about the Police and/or Fire Departments and the City of Joplin; answers emergency 911 phone calls, evaluating the call to determine response needed, dispatching appropriate law enforcement/fire/emergency assistance staff, and recording information required to document time and nature of the call and the time and nature of action taken. At varying time of the day will be called on to answers the City of Joplin switchboard.

Operates teletype or FAX machine to send/request information needed by a variety of law enforcement agency/organization staff; operates two-way radios to provide information to requesting Fire and Law Enforcement departments and agencies and to inform firefighters/EMT's, officers and other staff of the nature and location of calls; operates computer terminal to enter/request law enforcement information and data; logs all calls to provide a record of daily activities.

Knowledge, Skills, and Abilities:

Knowledge of emergency dispatch policies and practices.
Knowledge of NCIC computer operation/use policies, and procedures.
Knowledge of the names and locations of streets in the City of Joplin.
Knowledge of general Police and Fire Department operations.
Skill in establishing and maintaining effective working relationships with State, Federal, and local law enforcement officers, Fire Department and emergency response staff, and the public.
Skill in communicating using standard telephone and two-way radio equipment.
Skill in evaluating emergency calls and determining the response needed.
Skill in remaining calm and calming others in emergency situations so that necessary information related to the emergency can be obtained and relayed.
Skill in operating a variety of office equipment, including a FAX or teletype machine and computer terminal.

Physical Requirements:

Requires long periods of sitting; must be mobile to such a degree that allows efficient and effective job related movement around a work area or building to perform essential job functions; sighted and hearing to such a degree as not to compromise safety rules or the safety of

self or others while working; low levels of twisting and bending may be required; must have degree of manual dexterity sufficient to operate common office equipment such as computers, typewriters, copiers, FAX machines, and telephones.

Qualifications: Graduation from high school or G.E.D. equivalent. Must be able to successfully pass the written examination for Communications Operators. Must be certified to operate the Missouri Uniform Law Enforcement System prior to obtaining regular status. Must successfully complete a thorough background check.

Class Code: 531

Fire Marshal

Definition: Under limited supervision, plans, coordinates, and directs activities of the Fire Prevention Division in the inspection of buildings/facilities in the City of Joplin for compliance with fire and life safety codes and ordinances. Position also conducts/directs the investigation of fires and other division community risk reduction activities. Reports to Fire Chief.

Essential Functions: (Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledges, skills, and other characteristics. This list of tasks is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.)

Tasks:

Develops a plan for the systematic inspection of all business, industrial, and other commercial buildings and facilities in the City of Joplin to ensure they are in compliance with City, State, and Federal Building, Fire, and Hazardous Materials Storage codes, ordinances, and regulations; assigns areas of the City for each engine company to cover in conducting these inspections; reviews results of the inspections to identify/verify violations and ensure that follow-up inspections are made.

Reviews plans, drawings, and specifications for new commercial construction or modifications/additions to existing commercial buildings/facilities to ensure that they comply with all applicable City, State, and Federal building, fire, and Hazardous Materials Storage codes, ordinances, and regulations; explains to owners/contractors the changes needed to comply with applicable codes, ordinances, and regulations.

Provides technical assistance to owners, developers and design professionals in meeting fire and life safety code requirements.

Oversees and participates in investigations of the scene of suspicious fires (as requested) or those resulting in significant loss or property damage to identify point of origin and fire cause; in cases where arson is suspected/indicated, documents/preserves evidence, prepares reports, and presents sworn testimony in support of prosecution efforts; counsels with juvenile fire setters regarding the results of their behavior and consequences under the law if it continues.

Attends public meetings of City Boards and Commissions to recommend approval, modification or rejection related to fire and life safety code interpretation, proposals, variances and waivers for capital improvement projects, development, zoning, and building issues.

Maintains and updates database to track, research and evaluate program effectiveness.

Reviews Life Safety and Fire Prevention programs and emergency response statistics to evaluate effectiveness, identify trends, and develop strategies for program improvement.

FIRE MARSHAL (cont'd.)

Researches, prepares, submits and administers grants and Requests for Proposals for the Fire Prevention/Community Risk Reduction Division.

Develops and manages the division's annual budget and assists with department budget preparation.

Conducts research, analysis and interpretation for special projects and program development; researches, prepares, submits and administers grants as directed by Chief.

Trains Department staff in fire safety inspection techniques, handling of hazardous materials, arson investigation techniques, and other technically oriented fire suppression, fire safety, and related subjects; works with industrial, business, and civic organizations to inform them of the City, State, and Federal requirements, regulations, and codes regarding hazardous materials storage, cleanup, and recordkeeping/reporting.

Knowledge, Skills, and Abilities:

Knowledge of City, State, and Federal Building, Fire, and Hazardous Materials Storage codes, ordinances, rules, standards and regulations.
Knowledge of fire investigation principles and techniques.
Knowledge of general management principles, including employee supervision and training.
Knowledge of equipment requirements for effective fire suppression.
Knowledge of fire suppression principles, methods, techniques, and practices.
Knowledge of operating techniques, purpose, and use of various tools, equipment, vehicles, and apparatus used in fire suppression, rescue, and medical assistance operations.
Knowledge of first aid, C.P.R., and other basic emergency medical assistance techniques.
Knowledge of customer service and public relations methods and techniques.
Knowledge of project and grant management, research, analysis, and proposal development practices and principles.
Knowledge of development, application and enforcement of codes, ordinances, standards and policies.
Knowledge of electrical, mechanical, and building construction terminology, codes and ordinances.
Skill in the utilization of applicable communications equipment used in emergency and non-emergency operations.
Skill in the utilization of applicable computer software and hardware.
Skill in preparing and conducting employee training programs.
Skill in establishing and maintaining effective working relationships.
Skill in understanding and interpreting complex codes, ordinances, rules, regulations, procedures, and guidelines.
Skill in inspecting commercial facilities to identify Building, Fire, and Hazardous Materials Storage code, ordinance, or regulation violations.
Skill in reviewing plans, drawings, and specifications to ensure their compliance with Building, Fire, and

Class Code: 531

FIRE MARSHAL (cont'd.)

Hazardous Materials Storage codes, ordinances, and regulations.
Skill in supervising and delegating duties to assigned staff.
Skill in gathering and preserving evidence related to possible criminal investigations.
Skill in planning, developing, organizing and implementing special projects, procedures and objectives related to fire prevention/community risk reduction.
Skill in developing and administering division budget.

Physical Requirements:
Requires medium to high levels of sitting, standing, walking, squatting, heavy lifting, bending, twisting, and kneeling; requires manual dexterity sufficient to operate all essential job related equipment such as vehicles, fire apparatus, or other specialized equipment; must be mobile and in appropriate physical condition such that departmental safety rules and the safety of self or others is not compromised while working; all fire employees are required to meet all applicable Federal, State, and Departmental physical fitness and physical training standards prior to and during employment; must be sighted and hearing to such a degree as to enable safe and effective job performance of essential functions. Work is performed in indoor and outdoor environments. Work may involve potential exposure to extreme weather conditions, extreme heat, unstable buildings and structures, hazardous chemicals and materials, emergency disaster situations, body fluids, infectious diseases and air and blood borne pathogens when responding to emergency and non-emergency incidents. Work requires the wearing of Self Contained Breathing Apparatus and confining equipment or gear for extended periods of time.

Qualifications: Five years of professional fire prevention and fire suppression work experience. Completion of at least sixty (60) semester hours of college level coursework at an accredited college or university, including substantial coursework in fire science, fire service administration or a related field. AAS or AA in Fire Science preferred. Must possess certification from an International Fire Service Accreditation Congress (IFSAC) or National Board on Fire Service Professional Qualifications (ProBoard) accredited agency as a Firefighter II, Fire Inspector and Fire Investigator. Must possess, or obtain within six (6) months of employment, Missouri Division of Fire Safety certification as a Fire Investigator and Fire Inspector. Must possess a valid driver's license.

Class Code: 152

CVB TOURISM AND EVENTS SPECIALIST

Definition: Under general supervision, researches and develops new tourism, special events and cultural events to increase tourism activity and interest for the City of Joplin and the region. Reports to the Director of the Convention and Visitor's Bureau.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Plans, develops and implements marketing communications programs
Assists director and clients with events development, is a source for expert guidance in relationship to the mission of the CVB and the City and attracting tourism to the region
Serves as administrative management of the CVB grant program
Conducts research, works with local planners, conducts site visits and find resources to help local organizers develop community event
Manages the social media campaign for the CVB and associated events
Prepares nametags, materials, notebooks, packages, gift bags, registration lists, seating cards, etc
Represents the bureau on the planning committees for CVB supported/sponsored events such as the Cultural Affairs and Boomtown Days
Closes out all events as required
Assists with preparing budgets and provide periodic progress reports to staff directors for each event project
Keeps track of event finances including check requests, invoicing, and reporting
Serves as liaison with vendors on event-related matters
Prepares and modifies event sponsorship proposals as requested
Performs a variety of administrative functions, including preparing correspondence, attending Advisory Board meetings and taking minutes, answering telephone inquiries, maintaining visitor brochures inventory and display

Knowledge, Skills and Abilities:
Ability to manage multiple projects and work assignments
Highly professional interpersonal skills in meetings, by telephone and through social media
Ability to accomplish projects with little supervision
Excellent communication skills, including writing, proof reading skills and speaking.
Ability to develop marketing concepts and implement them for event promotions
Fantastic customer service ethic and high expectations for quality
Ability to willing work evenings and weekends as needed

Class Code: 152

CVB TOURISM AND EVENTS SPECIALIST (Cont'd.)

Physical Requirements:
Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, calculators, FAX machines, copiers and telephones; requires color and depth perception and be sufficiently sighted; must be hearing and mobile as to not compromise safety rules or the safety of self or others while working and move between venues as necessary in all types of weather.

Qualifications:
Undergraduate degree preferred; year for year significant work experience may be substituted for the degree; three years experience with office administrative management and one year experience coordinating special events or working in a marketing field
Proficient using the latest versions of Microsoft Word, Excel, PowerPoint, Adobe Illustrator, databases and mail merges; and email, web searches and social media platforms;
The events assistant should have a love for special events management, provide outstanding customer service, be an enthusiastic professional and able to build relationships with internal and external customers. Must successfully complete a thorough background check. Possess a valid driver's license.

Class Code: 703

INFORMATION TECHNOLOGY ANALYST

Definition: Under general supervision, operates, monitors, and maintains the City's Local Area Networks (LAN) and PC's, which comprise the City's Wide Area Network (WAN). Reports directly to the Director of Information Services.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Primary responsibility is keeping operational the City's Local Area Networks (LAN) and PC's, which comprise the City's Wide Area Network (WAN). Secondary responsibilities include: installs PC's, provides basic customer service, "troubleshooting" problems and issues as requested or assigned by I.S. Director, coordinates and manages all repairs to the LAN or PC, implements/installs vendor updates, "fixes", and enhancements to the network's operating system and PC software, ensures the I.S. Director is "up to date" regarding the status of the WAN, and serves as backup to the City's Network Administrator as needed.

Determines optimum performance parameters of the WAN and ensures with the assistance of third party support firm, that the WAN operates at maximum efficiency.

Assists I.S. Director in implementing and maintaining WAN system security. Maintains accounting records for materials and labor charges for repairs, maintenance, installation, testing, training, and other services provided by the third parties to the City, when related to the WAN and PC's.

Maintains inventory of WAN and PC, tracks and maintains an inventory of all LAN and PC equipment and software. This includes physical security for all copies of LAN and PC software. Tracks and maintains a service log of all City staff requests for service as related to WAN and PC's. Assists with training City staff in office automation software applications. Assists the City in the development and support of the City's "Web Page" on the Internet.

Knowledge, Skills, and Abilities:
Knowledge of the operation and maintenance of a variety of computer hardware/software associated with the LAN, PC and WAN.
Knowledge of the installation and maintenance procedures for a variety of computer software associated with the LAN, PC and WAN.
Knowledge of the purpose and use of the LAN, PC and WAN.
Knowledge of information sources appropriate for use with the LAN, PC and WAN.
Knowledge and proficiency with Microsoft Windows and NT Server.
Skill in establishing and maintaining effective working relationships with computer users and other

Class Code: 703

INFORMATION TECHNOLOGY ANALYST (cont'd.)

Skill in performing routine maintenance on a variety of computer hardware and software.
Skill in operating a variety of computer hardware and peripherals associated with the LAN, PC and WAN.

Physical Requirements:
Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, FAX machines, copiers, and telephones; may require color and depth perception; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

Qualifications: An undergraduate degree in Computer Science with two (2) years network management experience or six (6) years or more of acceptable work experience in Microsoft NT Server operations as determined by the I.S. Director. Must successfully complete a thorough background check. Possess a valid driver's license.

DIRECTOR OF INFORMATION SERVICES

Definition: Under general direction, manages the information systems functions for the City of Joplin. Reports to the City Manager.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Oversees the planning and installation of new computer systems and/or devising ways to apply existing systems to manual operations or other less efficient method. Ensures designed system is user-friendly to allow smoother transition for user department.

Coordinates, plans, tests and reviews the initial use of the system to ensure it performs as planned; works with software vendors to customize reports and redesign systems to respond to user needs; study hardware and software problems to create solutions and alternatives for the City as well as departmental needs.

Manages the operational aspects of computer systems in municipal government; consults with and provides advice to departments on equipment and program software; coordinates activities regarding the development and assessment of department plans; including coordination of GIS activities incorporated in other department's activities. Demonstrates effective communication skills; both written and oral; leads special project teams; assists in the training of employees (technical and non-technical) at all levels within the organization about the computer system and software applications.

Develops and maintains procedures, standards and policies to ensure the security of data and limiting accessible where necessary; ensure confidentiality of information internally to the department.

Establishes and maintains network variations such as local area networks, wide area networks, multi-user systems and telephone systems; assists in designing the methods, hardware and software systems to allow for necessary exchange and accessibility of data and custom applications. Evaluates new technical developments; reports to management on progress of projects being developed or modified, resource utilization and production performance.

Supervises the work of staff and independent contractors; completes employee evaluations, interviews, selects, hires, trains and coaches staff.

DIRECTOR FOR INFORMATION SERVICES (Cont'd.)

Knowledge, Skills, and Abilities:
Knowledge of local area networks including the installation, maintenance and operation of networks.
Knowledge of the principles and practices of employee supervision including training and coaching
Knowledge of the hardware and software requirements of a municipality.
Skill in accurately recording and organizing information.
Skill in analyzing software applications and their integration abilities.
Skill in trouble shooting and problem solving.
Skill in communicating effectively to all levels within the organization.
Skill in prioritizing tasks and effectively handling a wide variety of tasks simultaneously.
Skill in system design and mapping.
Ability to understand and follow oral and written instructions and undertake responsibilities with some initiative and judgment.
Ability to use microcomputer/networks.
Ability to maintain confidential information and data.

Physical Requirements:
Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, FAX machines, copiers, and telephones; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

Qualifications: An undergraduate degree in Computer Science, Computer Information Science or closely related field required. Experience equivalent to five years full time, professional level computer/MIS work experience which includes networks and networking systems and two years of supervisory and/or managerial experience. Residency requirement of 12 aerial miles of City Hall. Must successfully complete a thorough background check. Must possess a valid driver's license.

Class Code: 448

INTERPRETER/TRANSLATOR

Definition: The City of Joplin uses an Interpreter to transpose data for participants into information they can understand and use who are requesting participation in the WIC program. This is a part-time position that reports to the WIC Coordinator.

Essential Functions: Include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other tasks may be assigned as necessary.

Tasks:
Under the direction of the WIC coordinator performs interpreting / translating services of oral and/or written communications between English and a designated second language or languages in a variety of settings; and performs other duties as required.

Provides interpreting / translating services for participant employees, and other individuals for meetings, interviews, telephone calls, etc. including one to one and group settings.

Interprets all information for participant and staff in the completion of their duties to collect and interpret data to establish program eligibility.

Prepares written translations of instructional and educational materials, correspondence, and forms from one language to another when appropriate for use by the participant and staff.

Translates orally or in writing all documents presented by participants, staff, and other individuals

Reviews translated material for accuracy of meaning, grammar and syntax.

Answers inquiries from participants, community agencies, and individuals and interpret and explain words and phrases for meaning and appropriateness.

Knowledge, Skill, and Abilities:
Ability to effectively communicate WIC information to Participants of the WIC program.
Knowledge of grammar, spelling, and punctuation.
Knowledge of methods of compiling, organizing and analyzing data.
Knowledge of the principles and techniques of effective verbal and written communication in the English language.
Knowledge of general office practices, procedures and equipment.
Ability to verbally translate spoken material from English into a designated second language.
Ability to communicate effectively with other employees and the general public.
Ability to deal courteously with the public, supplying general information and direction in a clear, concise manner.
Ability to work with clientele of varied socioeconomic, cultural and language backgrounds.
Ability to work the number of hours required to meet the City of Joplin's need for interpretation.
Skill in establishing and maintaining effective working relationships with medical professionals, W.I.C. and other health program participants, and the public.

Class Code: 448

INTERPRETER/TRANSLATOR (cont'd.)

Physical Requirements:
Requires high levels of sitting and standing; must be mobile to such a degree that allows efficient and effective job related movement such as moving around a work area or building to perform essential job functions; low levels of twisting and bending may be required; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working; must have degree of manual dexterity sufficient to operate common office equipment such as computers, typewriters, copiers, FAX machines, and telephones.

Qualifications: A high school diploma or GED equivalent and one year experience in translation and interpretation of English and a required second language. Additional related education and certification(s) may substitute for the required experience as determined by the WIC Coordinator. Comprehensive statements of the minimum background as to education, experience, and other qualifications that will be required in all cases as evidence of the ability to interpret and translate properly. Must successfully complete a thorough background check. Must possess a valid vehicle operator's license. Successful completion of the State required annual training.

CITY OF JOPLIN CLASS SPECIFICATION

Class Code: 123

ASSISTANT FINANCE DIRECTOR

Definition: Performs a variety of specialized or technical accounting functions under general direction of the Director of Finance or designee.

Essential Functions: Essential functions include the following tasks as well as the knowledge, skills and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:

Manages the day-to-day operations of the Finance Department and is responsible for the training and daily supervision of staff. Responds to needs and queries made by outside City departments and distributes requested information. Resolves citizen and customer service problems or complaints. Reviews and evaluates the accounting system reports and records to insure all financial transactions are processed in accordance with generally accepted accounting principles. Responsible for the integrity of the general ledger system and the financial software applications. Instructs department staff and other City staff as to proper accounting policies and procedures to follow and insures all processes are documented.

Responsible for accuracy and timeliness of posting of general ledger activity. Coordinates the periodic closing of accounting system. Assists the Finance Director with the accumulation of data for the preparation of the interim internal financial statements. Prepares or reviews monthly work paper analysis of general ledger account balances. Coordinates accounting and financial reporting for all component units. Directs the utilization of the Finance Department computer system applications; performing any system maintenance and backup procedures required. Serves as liaison with Information Services Department and system vendor in maintaining, upgrading and testing of computer system programs and enhancements.

Assists in the preparation and review of financial summary reports. Prepares department scheduling and event calendar. Reviews and approves employee travel and expense reimbursement, petty cash reimbursements, and departmental check requests. Coordinates historical record maintenance and retention. Responsible for compilation and periodic update of Accounting Manual, Revenue Manual, and any other accounting policy and procedure.

Maintains and updates general ledger chart of accounts. Approves general ledger journal entries for accuracy and appropriateness, ensuring that adequate documentation is provided for each entry prior to updating the ledger. Prepares formal employee evaluations of subordinate staff. Insures all required records, work paper analysis and financial information is available for the annual independent audit. Assists the Finance Director in determining the effects and insuring the successful implementation of new City ordinances, State/Federal legislation and other accounting pronouncements. Serves as Finance Director in his/her absence.

ASSISTANT FINANCE DIRECTOR (Cont'd.)

Knowledge, Skills and Abilities:
Knowledge of accounting, bookkeeping and payroll practices and principles.
Knowledge of generally accepted accounting principles and budgeting practices.
Skill in maintaining and reconciling accounting and financial records.
Skill in both verbal and written communication.

Physical Requirements:
Requires long periods of sitting and some standing; mobility to such a degree to allow effective job related movement through the work area or between buildings to perform essential job functions in all types of weather; sightedness, hearing; low levels of twisting and bending may be required; must have a degree of manual dexterity sufficient to operate varying office equipment with keyboards such as computers, calculators, telephones, FAX machines, typewriters, copiers and other office type equipment.

Qualifications: Undergraduate degree in Accounting (or Business Administration, Finance or Public Administration with twenty-four college hours in accounting) with at least two years experience in governmental accounting. Supervisory experience is preferred. Professional certification preferred. Must successfully complete a thorough background check.

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 696

WASTEWATER PLANT UTILITY WORKER

Definition: Under general supervision of the Waste Water Superintendent and maintains and services the wastewater facilities and performs other maintenance and operational duties as required including building and machinery maintenance, custodial maintenance, and landscape and grounds maintenance.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Other duties may be assigned as necessary.

Tasks:
Assists the maintenance staff in performing a variety of activities associated with cleaning, repairing and maintaining buildings, equipment and facilities, lift stations, and general building maintenance work.

Paints interiors and exteriors, performs a variety of plumbing repairs, and completes carpentry and electrical work. Performs any building, grounds and equipment maintenance work necessary to ensure that facilities are clean, maintained and are properly functioning.

May serve as a plant operator as qualified to monitor plant system gauges and meters, to ensure efficient plant operation, including collecting samples of raw and treated sewage, and conducts tests at various stages of treatment. Logs results of all test, readings and flow volumes to facilitate preparing various state and federal oriented reports.

Knowledge, Skills And Abilities:
Knowledge of State and Federal regulations, standards, and criteria for the discharge of effluent.
Knowledge of State and Federal recordkeeping and reporting for waste water treatment plant operations.
Knowledge of the materials and equipment used in maintaining and servicing the wastewater plant and facilities.
Knowledge of occupational hazards and safety precautions.
Knowledge of custodial procedures.

WASTEWATER PLANT UTILITY WORKER (Cont'd.)

Knowledge of general building maintenance procedures and techniques, including carpentry, plumbing, painting, electrical and machinery repairs and elevators and heating and air conditioning systems.
Knowledge of general grounds/landscape maintenance procedures and techniques.
Knowledge of the general procedures and techniques for the repair and maintenance of small engines, gas powered tools and equipment.
Knowledge of the operating procedures and techniques for a variety of buildings, machinery and grounds maintenance tools and equipment.
Skill in understanding and following oral and written instructions.
Skill in establishing and maintaining effective working relationships with other City employees and the public.
Skill in repairing a variety of small gas engine powered tools and equipment.
Skill in performing manual labor work.
Skill in troubleshooting basic building maintenance and repair problems.
Skill in following complex oral and written instructions, procedures and guidelines.
Skill in landscape maintenance.
Ability to carry out written and oral instructions.

Physical Requirements:
High levels of standing, bending, twisting, squatting and carrying; medium to heavy lifting; manual dexterity to allow for maintenance and operation of job related equipment and tools; sighted, hearing, and mobility to such a degree as to not compromise safety rules of the safety of self and others; visual depth perception; medium to high levels of carrying, climbing, pushing, pulling, reaching and squatting. Manually and visually work with electronic equipment, gauges, dials and other instrumentation.

Qualifications: High school diploma or GED equivalent and at least one year experience performing full time maintenance and repair of buildings, equipment, machinery and grounds maintenance. Must successfully complete a thorough background check. Valid driver's license required. Must possess a Missouri Class D Waste Water license within one year of employment.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 24, 2012

Item: NEW BUSINESS
Originating Department: PUBLIC WORKS

Attachments: 1) List of Surplus Property

Operations Planning: Tim Nyander TN	Date: 9-13-2012
Department Head: David Hertzberg O KH	Date: 9/13/12
Finance Department: Leslie Jones LJ	Date: 9-14-12
City Attorney: Brian Head	Date: 9-14-12
City Manager: Mark Rohr MR	Date: 9-14-12

Recommended Action: Declaration of City property as surplus.

Summary: The City will be conducting a public auction on Saturday, September 29, 2012. The auction provides the opportunity for the citizens to bid on City property that has been replaced. Additionally, there are various items from the police evidence system, such as bicycles and electronics.

CITY OF JOPLIN
AUCTION 2012

VEHICLES

CITY #	DESCRIPTION	SERIAL NUMBER	DEPT.	QTY.
1437	Navistar 4700 w/Heil Contractor's Bed	1HTSCABL2VH445736	Streets	1
1914	2004 Ford F-250 Cab & Chassis	1FDNF20104EC89792	Health	1
1915	2004 Ford F-250 Cab & Chassis	1FDNF20L24EC69793	Health	1
1634	2000 Ford Expedition SUV	1FMPU1BL3YLA75727	Police	1
1366	1995 Ford Crown Victoria	2FALP71WOSX154562	Police	1
2123	2009 Chevrolet Impala	2G1WS57M091275954	Police	1
1689	2001 Dodge Ram 2500 Pickup	3B7KF26Z01M544313	Airport	1
1541	1999 GMC C6500 w/Rodding Unit	1GDJ7H1D7YJ510279	SEWER	1
1613	1999 GMC C6500 w/Rodding Unit	1GDK7H1BBYJ506731	SEWER	1
1737	1969 Unimog Snow Blower	2320121372819	Airport	1
1431	1987 Kubota Tractor	53887	Parks	1
1954	2005 Ford E-350 Lift Van	1FTSS34L95HB26164	MAPS	1
1991	2006 Ford E-350 Lift Van	1FTSS34L86DA39462	MAPS	1
2028	2007 Ford E-350 Lift Van	1FTSS34L37DB07409	MAPS	1
	Lay-Mor Road Broom		Streets	1
	1996 Isuzu NPR Box Truck		CBDG	1
	Forklift		CBDG	1
	E-Z-GO Flatbed Golf Cart Model# 960	45180686	Airport	1

LAWN & YARD EQUIPMENT				
CITY #	DESCRIPTION	SERIAL NUMBER	DEPT.	QTY.
1785	2002 John Deere 757 Commercial Mower	TC0757B010700	WWT	1
1841	2003 Kubota Zero Turn Mower	2U5769	Parks	1
1972	2006 John Deere Zero Turn Mower	DM997RB010129	Cmtry	1
1036	1989 FMC 200 Gallon Sprayer	A311449	Cmtry	1
	Rhino Brush Hog		WWT	1
	Sod Cutter		Parks	1
	Echo Weedeater	8876 1619 625	Cemtry	1
	Echo Weedeater	S039 1216 8205	Cemtry	1
	Echo Weedeater	S039 1220 9752	Cemtry	1
	Echo Weedeater	S039 1216 8126	Cemtry	1
	Echo Weedeater	S039 1220 9755	Cemtry	1
	Echo Weedeater	S039 1216 8193	Cemtry	1
	Echo Weedeater	E291 1102 3202	Cemtry	1
	Echo Weedeater	S039 1216 8214	Cemtry	1
	Echo Weedeater	S728 1211 5251	Cemtry	1
	Echo Weedeater	S728 1241 5320	Cemtry	1
	Echo Weedeater	S728 1237 2340	Cemtry	1
	Echo Weedeater	S728 1237 3285	Cemtry	1
	Echo Weedeater	S728 1237 3112	Cemtry	1
	Echo SRM-3100	F97	Cemtry	1

EQUIPMENT & MISCELLANEOUS				
CITY #	DESCRIPTION	SERIAL NUMBER	DEPT.	QTY.
	Mark 100 AT Walktrough Metal Detector	93702520BE	Airport	1
	Linescan System 15 X-Ray Baggage Scanner		Airport	1
	Castex Power Eagle 1000 Carpet Cleaner/Shampooing		Airport	1
	DP Roadmaster Rowing Machine Model # R8082	8082002276	Airport	1
	Golf Cart Canopy (Green)		Airport	1
	DIAMOND brand change vaults		MAPS	12
	Generator (motor locked)		MAPS	1
	Curtis Dyna Mosquito Fogger	G005-1173946205	Health	1
	Message Board		Signs	1
	Wire cat Traps	4	Health	4
	Wood wildlife trap	1	Health	1
	electric 4-burner kitchen cook top		Health	1
	Range Hood		Health	1
	SKID UNIT TANK & PUMP(DAMAGED)	1206	Fire	1
	Green Photo Album		Police	1
	Green Photo Album		Police	1
	Blue Photo Album		Police	1
	Blue Photo Album		Police	1
	Red Photo Album		Police	1
	Photo Album Refill Kit		Police	1
	Red Printout Binder		Police	1
	Yellow Pocket Folder		Police	1
	Multiple Loose Leaf Business Card Pages		Police	1
	aluminum prisoner transport partition		Police	9
	Kustom Signals Eagle Radar Unit	E20483	Police	1
	Kustom Signals Eagle Radar Unit	E20481	Police	1

EQUIPMENT & MISCELLANEOUS (Cont'd)				
	Kustom Signals Eagle Radar Unit	E19755	Police	1
	Kustom Signals Eagle Radar Unit	E12206	Police	1
	Kustom Signals Eagle Radar Unit	E20478	Police	1
	Kustom Signals Eagle Radar Unit	E19752	Police	1
	Kustom Signals Eagle Radar Unit	E19768	Police	1
	Vector light bar with extra base and covers		Police	1
	Kustom Signal Car Video Unit	ES23855	Police	1
	Plastic rear seat for crown victoria model year 2000 - 2010		Police	6
	Scrap metal from push bumper and car consoles - numerous pieces		Police	1
	Prisoner transport dividers for old crown victorias		Police	9
	Gumball machine (No key)		Airport	1
	Teclab Stainless Steel Tables 48in(L)x 36in(W)x31in(H)		Airport	2
	Recliner (Maroon)		Airport	1
	Plastic Lawn Chairs (White)		Airport	10
	Shepherd Costumes/Robes, Scarves, etc		CClerk	25

OFFICE EQUIPMENT				
CITY #	DESCRIPTION	SERIAL NUMBER	DEPT.	QTY.
	Executive Oversized Workstations with Overheads, Screens and Lower Storage		CDBG	2
	8-ft Beveled 3/4-inch Glass Conference Table with custom steel base		CDBG	1
	Workstations with Divider Screens, Lower Storage and Overhead Storage		CDBG	11
	Workstations with Panels, Work Surfaces Lower Storage and Overhead Storage		CDBG	10
	Mail Center		CDBG	1
	Upholstered Arm Chairs		CDBG	20
	2-drawer filing cabinet (broken drawers)		Police	1
	Office desk		MAPS	2
	Office table		MAPS	1
	Fellowes Powershred C-480C Shredder		Finance	1

RADIO & ELECTRONIC EQUIPMENT				
CITY #	DESCRIPTION	SERIAL NUMBER	DEPT.	QTY.
	HP Fax Model # 920	MY9BHE200C	Airport	1
	Lucent Partner 18D Office Phone	98 SP 38 147831	Airport	1
	Avaya 6219 Office Phone	06SC27001742	Airport	1
	Dell Optiplex Computer		Health	1
	IBM Thinkpad Laptop		Health	1
	Infocus Projector		Health	1
	Grey/White HP Scanner/copier	CN8F271BX	Police	1
	Blk Go.Video Dual VCR w/remote	SN-609401070242	Police	1
	Blk GYYR High Density Time Lapse VCR	90618739	Police	1
	Blk GYYR High Density Time Lapse VCR	61VRA00570	Police	1
	Blk Emerson AM/FM Cassette Clock Radio	000-50222692	Police	1
	Blk Pelco Duplex Color Multipexer	03021-25-0068-24	Police	1
	Blk Sony HiFi Stereo VCR	SN-0101322	Police	1
	Blk Dell Computer Tower	2M19C21	Police	1
	Grey Emerson 19" TV w/DVD/VCR	T3953668	Police	1
	Blk/Gray Princeton Computer Monitor	WCCE2303567	Police	1
	Brown IBM Elect Typewriter		Police	1
	HP Deskjet 935C printer		Police	1
	Act i-Charge Battery Bank Charger		PD Comm	4
	Act i-Charge Single Charger		PD Comm	35
	6809 Securenet Boards		PD Comm	21
	Zetron DAPT Alpha Paging Terminal		PD Comm	1
	Spectra Consollette		PD Comm	8
	VRM 650 RF Data Modem Motorola		PD Comm	67
	Motorola Single Charger		PD Comm	72
	Motorola Mobile Speaker		PD Comm	45
	Portable Radio Holsters		PD Comm	18
	Motorola LCS 2000 Radio		PD Comm	8
	Motorola MTS 2000 Radio		PD Comm	147
	VHF Portable Radio		PD Comm	5

RADIO & ELECTRONIC EQUIPMENT (Cont'd)				
	VHF Mobile Radio		PD Comm	5
	Motorola Siren		PD Comm	1
	Spectra Mobile radio		PD Comm	3
	Gateway ALR8200 Domain Controllers		CDBG	2
	Dell Poweredge Servers		CDBG	2
	IBM 5100 Data Servers		CDBG	2
	HP Printer/Scanner (City Clerk)	SGB84AG3HP	IS	1
	Dell 17" CRT Monitor	MX-0419TG-47801-24P-B11A	IS	1
	Dell Workstation (Engineering)	77220C11	IS	1
	Compaq EVO Desktop (Parks)	V214JYFZA938	IS	1
	Phillips 19" Flat Monitor	BZ000418228214	IS	1
	HP Laserjet 5000 Printer (City Clerk)	USC1015568	IS	1
	HP Officejet J6450 (City Clerk)	MY85J2B016	IS	1
	HP Laserjet 2200 (Finance)	UWBGG05975	IS	1
	HP Laptop (Fire Dept)	CNF4611QYQ	IS	1
	Viewsonic 17" Flat Monitor	QAN071688141	IS	1
	NEC 18" Flat Monitor	1703992CA	IS	1
	Dell Latitude D510 (City Manager)	1YSYBC1	IS	1
	Compaq EVO Laptop	CN26M1AOVP	IS	1
	HP Scanner (Human Resources)	CN26M1AOVP	IS	1
	Ibm Thinkpad Laptop 2883	99-XB239	IS	1
	Ricoh Ikon Scanner IS450Se	31200043is	IS	1
	Dell GX 240	6KGYs11	IS	1