C O U N C I L A G E N D A

July 6, 2015

6:00 P.M., Council Chambers

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

2. Roll Call

3. Presentations

4. Finalization of Consent Agenda

5. Reports and Communications

6. Citizen Requests and Petitions

7. Public Hearings
Public Hearings Procedures

1. RESOLUTION NO. 2015-007-A RESOLUTION granting a Special Use Permit (First Request) to Kathleen Diane Martinous for the operation of a home beauty parlor located at 1914 West Perkins Street, in the City of Joplin, Jasper County, Missouri. Requested by Diane Martinous. Planning and Zoning recommended approval for a two-year Special Use Permit.

8. Consent Agenda
1. Minutes of the June 15, 2015 Council Meeting

2. Minutes of the June 22, 2015 Special Council Meeting

9. Resolutions
1. RESOLUTION NO. 2015-008 – A RESOLUTION authorizing the approval of a list of projects to be funded by two Community Development Block Grant Disaster Recovery (CDBG-DR) grant(s) received from the Department of Housing and Urban Development (HUD) to help aid in the recovery from an EF-5 tornado that struck the City of Joplin on May 22, 2011.

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.

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2015-134 -AN ORDINANCE approving the purchase of property at 2931 S. Jackson Avenue, in the City of Joplin, Jasper County, Missouri and authorizing the payment of One Hundred Fifty Two Thousand Nine Hundred and 00/100 Dollars ($152,900.00) and containing an emergency clause.

2. COUNCIL BILL NO. 2015- 135-AN ORDINANCE approving the contract with Vance Brothers in the amount of One Million One Hundred Twenty Seven Thousand Five Hundred Thirty and no/100 Dollars ($1,127,530.00) for Microsurfacing of Streets in Various Locations for 2015 in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

3. COUNCIL BILL NO. 2015-136 - AN ORDINANCE approving a contract with Blevins Asphalt Construction Company Inc. in the amount of One Million Eight Hundred Thirteen Thousand Eight Hundred One and 58/100 Dollars ($1,813,801.58) for Resurfacing in Various Locations 2015 project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause;

4. COUNCIL BILL NO. 2015- 137 - AN ORDINANCE authorizing the execution of an Agreement by and between the City of Joplin and McClanahan Construction Company, to provide construction services for installing Tertiary filters for the Turkey Creek Wastewater Treatment Plant, not to exceed One Million, Three Hundred Nineteen Thousand, Five Hundred and Thirteen and No/100 Dollars ($1,319,513.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

5. COUNCIL BILL NO. 2015- 138 - AN ORDINANCE approving the City of Joplin to enter into an Agreement with Allgeier, Martin and Associates to provide professional engineering services for the MS4 Stormwater Permitting Assistance Program, not to Sixty Thousand No/100 Dollars ($60,000.00) and authorizing the Public Works to execute said Agreement; and containing an emergency clause.

6. COUNCIL BILL NO. 2015- 139 - AN ORDINANCE approving the City of Joplin to enter into an Agreement with Trans Systems to provide professional design and construction management services for the Surface Street, Sidewalk, Curb & Gutter Repair Projects in the Green Area not to exceed the amount of One Hundred Thirty Nine Thousand One Hundred Fifteen and no/ 100 (139,115.00) and authorizing the Public Works to execute said Agreement; and containing an emergency clause.

7. COUNCIL BILL NO. 2015-359- AN ORDINANCE approving the contract by and between the City of Joplin and Wheeler Excavation for the boarding & securing of the structure located at 410 S. Wall. in the City of Joplin, Missouri, for the amount of Eight Thousand nine Hundred seventy and 00/100 Dollar (8,970.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

8. COUNCIL BILL NO. 2015-404- AN ORDINANCE approving the City of Joplin execute Work Authorization Number 3 to the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche L.L.P. to provide planning and administrative activities, not to exceed Nine Hundred Sixty Eight Thousand Dollars ($968,000.00) and authorizing the Director of Planning, Development and Neighborhood Services to execute said Agreement; and containing an emergency clause.

9. COUNCIL BILL NO. 2015-456 - AN ORDINANCE authorizing a Participation Agreement For State Investment In Local Public Health Agencies and a Memorandum of Understanding for participation in the Children's Health Insurance Program (CHIP) Health Services Initiatives (H.S.I.) project, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, and for the City of Joplin Health Department to receive compensation, for up to Ninety-One Thousand, Six Hundred Eighty-Six Dollars, no Cents, ($91,686.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

10. COUNCIL BILL NO. 2015-457-AN ORDINANCE authorizing a Program Services Contract Amendment, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, and for the City of Joplin Health Department to receive compensation, for Thirty-Nine Thousand One Hundred Ninety-Eight Dollars, no Cents, ($39,198.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

11. COUNCIL BILL NO. 2015-614-AN ORDINANCE authorizing the acceptance of a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the Environmental Assessment at the Joplin Regional Airport on and containing an emergency clause.

12. COUNCIL BILL NO. 2015-615 - AN ORDINANCE authorizing the acceptance of an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, INC. for Environmental Assessment Study at the Joplin Regional Airport on and containing an emergency clause.

13. COUNCIL BILL NO. 2015-616 - AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing revised job classification titles and updating position descriptions and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

1. COUNCIL BILL NO. 2015-613 - AN ORDINANCE approving an Agreement with Paragon Architecture to develop conceptual designs and cost estimates for the development of a Route 66 attraction, public space and offices on City-owned property on the north side of the 1100 block of Broadway Avenue.

13. Unfinished Business

14. New Business

1. Appointments to Boards and Commissions

2. News from the PIO

Notice posted at 4:30p.m. on this the 2nd day of July, 2015. (RSMo 610.020)

PUBLIC HEARINGS

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the Joplin City Council regarding an item on the Council Agenda, are requested to follow these rules:

1. Approach the podium and state your **name and address** clearly for the record.

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

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

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

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

Thank you for your consideration and understanding.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 6, 2015

Item: RESOLUTION NO. 2015-007
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Resolution
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander T.B Date: 7-1-15
City Attorney: Peter C. Edwards Date: 7-1-15
City Manager: Samuel L. Anselm Date: 7/1/15
Board or Commission: Planning and Zoning Commission TC Date: 6/8/2015

Recommended Action: Planning and Zoning Commission recommended approval for a two-year Special Use Permit by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 015-15: 1914 West Perkins Street – A request for a Special Use Permit (first request) for the operation of a home beauty parlor – Diane Martinous.

STAFF SUMMARY:
The applicant is requesting a Special Use Permit (first request) to operate a home beauty parlor in a single-family residential dwelling. The applicant will be the only employee of the beauty parlor and will have no other assistants. The beauty parlor will be open 8-5, Monday through Friday with no business on the weekends. The applicant has renovated an existing room in the house to serve as the beauty parlor and will be adding an ADA accessible restroom.

The following items are conditions for consideration of the Special Use Permit:

1. This Special Use Permit is issued to Kathleen Diane Martinous for the operation of a home beauty parlor at 1914 West Perkins Street.
2. The permit shall be valid for two (2) years renewable in July 2017.
3. There shall be no more than one (1) hair-dressing chair in the residence.
4. There shall be no other assistants.
5. Off street parking for two (2) vehicles shall be provided.
6. The hours of operation shall be restricted to 8:00 a.m. to 6:00 p.m., Monday through Friday.
7. Signs shall be limited to one non-illuminated sign not more than one (1) by (2) feet set at least ten (10) feet north of the south property line and not more than six (6) feet above grade.

8. Compliance with all provisions of Code of State Regulations, Title 20 – Department of Insurance, Financial Institutions, and Professional Registration, Division 2085 – Board of Cosmetology and Barber Examiners, Division 2090 – State Board of Cosmetology.
9. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
10. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
11. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Diane Martinous requested a Special Use Permit to convert a bedroom into a home beauty salon.

Mr. Smith asked Ms. Martinous about off-street parking. She will have only one client at a time. She just returned to Joplin from Los Angeles, California, to be with her mother. She still goes back to Los Angeles every five weeks to be with clients there, so this is an opportunity for her to be with her mother, as well as building her business here in Joplin where she hopes to eventually reside.

PUBLIC COMMENT:
None.

P & Z Case 015-15
Diane Martinous
(P & Z Recommended approval for a two-year Special Use Permit)

RESOLUTION NO. 2015-007

A RESOLUTION granting a Special Use Permit (First Request) to Kathleen Diane Martinous for the operation of a home beauty parlor located at 1914 West Perkins Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on June 8, 2015, recommended that a Special Use Permit be granted for the operation of a home beauty parlor located at 1914 West Perkins Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on July 6, 2015, in compliance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, as follows:

That a Special Use Permit be granted to for a home beauty parlor in the City of Joplin, Missouri, on the following described real estate, to-wit:

Lots 279 through 282 in the H. Fenix addition to the City of Joplin, Jasper County, Missouri.

and the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to Kathleen Diane Martinous for the operation of a home beauty parlor at 1914 W Perkins Street.
2. The permit shall be valid for two (2) years renewable in July 2017.
3. There shall be no more than one (1) hair-dressing chair in the residence.
4. There shall be no other assistants.
5. Off street parking for two (2) vehicles shall be provided.
6. The hours of operation shall be restricted to 8:00 a.m. to 6:00 p.m., Monday through Friday.
7. Signs shall be limited to one non-illuminated sign not more than one (1) by (2) feet set at least ten (10) feet north of the south property line and not more than six (6) feet above grade.
8. Compliance with all provisions of Code of State Regulations, Title 20 – Department of Insurance, Financial Institutions, and Professional Registration, Division 2085 –

Board of Cosmetology and Barber Examiners, Division 2090 – State Board of Cosmetology.

9. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.

10. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.

11. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

The Municipal Planner is hereby authorized and directed to issue said permit to Kathleen Diane Martinous in accordance with the plans and specifications on file in the Office of the Building Official.

The City Clerk is hereby ordered to file this Resolution 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 _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST: _____
Barbara L. Hogelin, City Clerk

Z&P Meeting: June 8, 2015
City Council Meeting: July 6, 2015

STAFF PLANNING REPORT
Special Use Permit

CASE 005-15: A request for a Special Use Permit (1st Request) for the operation of a home beauty parlor.

LOCATION: 1914 W Perkins Street

APPLICANT: Kathleen Diane Martinous

REQUESTED USE: Home Beauty Parlor

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1, single-family residential	Residential	.55 acre

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	M-1 PD	R-1
Land Use	Single family residential	Single family residential	Warehouse	Single family residential

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Perkins Street	Collector	40'

IS OFF STREET PARKING PROVIDED?

Yes.

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

No.

DISCUSSION:

The applicant is requesting a Special Use Permit (1st request) to operate a home beauty parlor in a single-family residential dwelling. The applicant will be the only employee of the beauty parlor and will have no other assistants. The beauty parlor will be open 8-5, Monday through Friday with no business on the weekends. The applicant has renovated an existing room in the house to serve as the beauty parlor and will be adding an ADA accessible restroom.

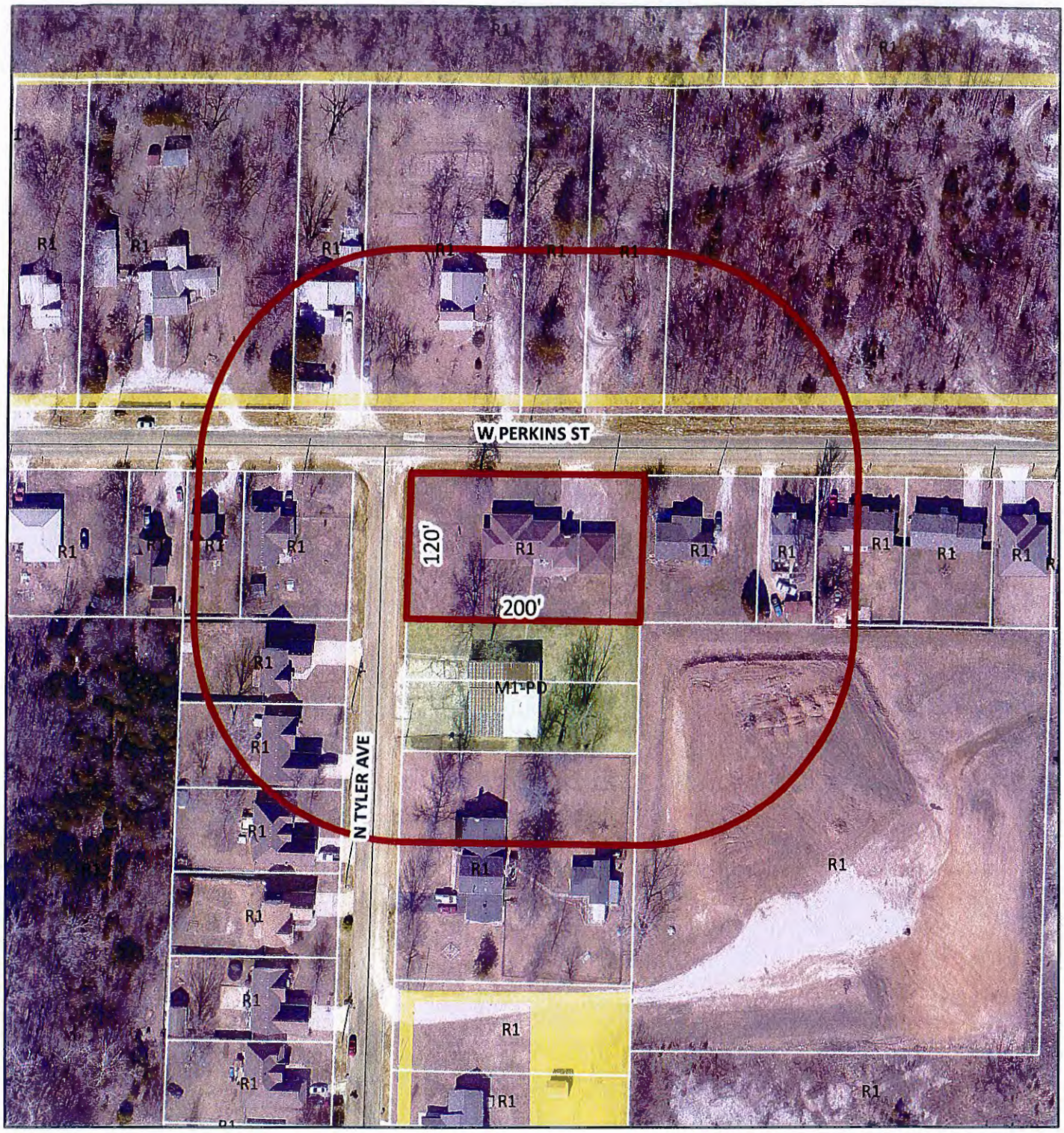
CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit is issued to Kathleen Diane Martinous for the operation of a home beauty parlor at 1914 W Perkins Street.
2. The permit shall be valid for two (2) years renewable in July 2017.
3. There shall be no more than one (1) hair-dressing chair in the residence.
4. There shall be no other assistants.
5. Off street parking for two (2) vehicles shall be provided.
6. The hours of operation shall be restricted to 8:00 a.m. to 6:00 p.m., Monday through Friday.
7. Signs shall be limited to one non-illuminated sign not more than one (1) by (2) feet set at least ten (10) feet north of the south property line and not more than six (6) feet above grade.
8. Compliance with all provisions of Code of State Regulations, Title 20 – Department of Insurance, Financial Institutions, and Professional Registration, Division 2085 – Board of Cosmetology and Barber Examiners, Division 2090 – State Board of Cosmetology.
9. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
10. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
11. Any other conditions set by the City Council of the City of Joplin.

PICTURES:



Staff recommends approval of Case 015-15.



0 95 190 380 570 760 Feet

Case 015-15: 1914 W Perkins Street - A request for a Special UsePermit (1st request) for the operation of a beauty parlor - Kathleen Martinous.

N

Case 015-15: 1914 West Perkins Street – A request for a Special Use Permit (first request) for the operation of a home beauty parlor – Diane Martinous.

Mr. Eastman opened the public hearing for Case 015-15.

Ms. Diane Martinous, 1914 West Perkins Street, Joplin, appeared to request a Special Use Permit to convert a bedroom into a home beauty salon.

Mr. Smith asked Ms. Martinous about off-street parking. She replied her clientele is referral only, and she will have only one client at a time. She just returned to Joplin from Los Angeles, California, to be with her mother. She still goes back to Los Angeles every five weeks to be with clients there, so this is an opportunity for her to be with her mother, as well as building her business here in Joplin where she hopes to eventually reside.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 015-15.

MR. SMITH MOVED, SECONDED BY MR. DERMOTT, THAT CASE 015-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR A TWO-YEAR SPECIAL USE PERMIT TO BE ISSUED TO KATHLEEN DIANE MARTINOUS, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. CORTEZ AND MR. DUNCAN BEING ABSENT (5 IN FAVOR, 2 ABSENT).

CONSENT AGENDA

C O U N C I L MINUTES

June 15, 2015

6:00 P.M., Council Chambers

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

INVOCATION - read by City Clerk Barbara Hogelin

Pledge of Allegiance to the Flag of the United States of America – led by Ms. Colbert-Kean

ROLL CALL – Answering Roll Call were: Melodee Colbert-Kean; Morris Glaze; Miranda Lewis; Benjamin Rosenberg; William Scearce; Gary Shaw; Ryan Stanley, Michael Woolston and Mayor Michael Seibert. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

PRESENTATIONS
Mayor Seibert presented a Proclamation recognizing the 4 State Search and Rescue team for their work in Kathmandu, Nepal after the deadly earthquake on April 25, 2015.
Mayor Seibert also presented a Certified Proclamation from State Senator Ronald Richard.

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
Bruce Smith, 3601 Oak Ridge, withdrew his request to address Council concerning the South Main Street TIF. Mr. Smith withdrew his request.
City Clerk Barbara Hogelin informed Council two additional requests had been received in her office to address Council from Tony Grantham – Regarding City Ordinance that deals with the removal of driveways – the address is at 2802 S. Oliver. Daytime phone 483-5548.
And, Dan McCreary, 3131 Sunset Drive, regarding: Question and Comment on CDBG presentation by Deloitte. Motion by Mr. Woolston, Second by Ms. Colbert-Kean to allow these individuals to address Council. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0.

PUBLIC HEARINGS

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.

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

Minutes of the June 1, 2015 Council Meeting

Minutes of the June 4, 2015 Special Council Meeting

COUNCIL BILL NO. 2015-262 -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 R-2 property as described below and located at the northeast corner of Wisconsin Avenue and Montana Place in the City of Joplin, Jasper County, Missouri. Ordinance No. 2015-086

RESOLUTIONS
Mr. Scearce introduced Resolution No. 2015-005 Motion by Mr. Scearce Second by Dr. Rosenberg to Approve Resolution No. 2015-005. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0.

The Resolution was read as being RESOLUTION NO. 2015-005

A RESOLUTION authorizing the filing of a First Amendment to Second Partial Action Plan with the U.S Department of Housing and Urban Development as required for use of The City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program (Round 2); and authorizing the City Manager to execute said Amendment for and on behalf of the City of Joplin.

Mr. Shaw introduced Resolution No. 2015-006 Motion by Mr. Shaw, Second by Ms. Colbert-Kean to Approve Resolution No. 2015-006. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0.

The Resolution was read as being RESOLUTION NO. 2015-006

A RESOLUTION authorizing the Director of Planning, Development, and Neighborhood Services and his designated agents, the authority to sign legal documents associated with administering the Joplin Housing Assistance Program. (JHAP)

ORDINANCES-EMERGENCIES

Mr. Glaze introduced Council Bill No. 2015-003. Motion by Mr. Glaze, Second by Mr. Scearce that Council Bill No. 2015-003 be stricken from the Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0. Abstention: 1, Woolston.

The Council Bill No. 2015-003 was STRICKEN from the Agenda.

AN ORDINANCE authorizing the City of Joplin to enter into a Purchase and Sale Agreement by and

between New Prime, Inc., a Nebraska corporation, d/b/a Prime, the Joplin Redevelopment Corporation, Inc., and the City of Joplin, Missouri for the purchase and sale of fifteen (15) tracts of real property owned by the Joplin Redevelopment Corporation, payment of a development fee, and mutual release; authorizing the City Manager to execute said Agreement or Agreement in substantially similar form on behalf of the City; and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2015-004. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2015-004 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lewis, Rosenberg, Seibert, Shaw, Stanley and Woolston, 7. Nays: 2, Glaze, Scearce.

The Council Bill was declared adopted and entitled ORDINANCE NO. 2015-087

AN ORDINANCE approving an assignment of the Lease Agreement and the Performance Agreement with respect to revenue bonds issued for a commercial and manufacturing facility for the benefit of Joplin MO (3502 Enterprise) LLC; and authorizing the City to take certain other actions and approve certain agreements; and containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2015-511. Motion by Dr. Rosenberg, Second by Mr. Glaze that Council Bill No. 2015-511 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0.

The Council Bill was declared adopted and entitled ORDINANCE NO. 2015-088

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and White Oaks Real Estate Investments of Joplin, LLC and/or Assigns, a Missouri limited liability company, for the sale of approximately 6 acres at 32nd and Oliver; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2015-512. Motion by Mr. Shaw, Second by Mr. Stanley that Council Bill No. 2015-512 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0.

The Council Bill was declared adopted and entitled ORDINANCE NO. 2015-089

AN ORDINANCE approving an Agreement by and between the City of Joplin and Missouri Department of Economic Development to provide reimbursement for the removal of concrete debris and demolition as the result of the EF-5 tornado; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2015-610. Motion by Dr. Rosenberg, Second by Mr. Scearce that Council Bill No. 2015-610 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0.

The Council Bill was declared adopted and entitled ORDINANCE NO. 2015-090

AN ORDINANCE authorizing the acceptance of an Agreement by and between the City of Joplin and Construction Services Group, Marion Company, Inc. for Renovation Hangar A at the Joplin Regional Airport; and containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2015-611. Motion by Dr. Rosenberg, Second by Mr. Shaw that Council Bill No. 2015-611 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0.

The Council Bill was declared adopted and entitled ORDINANCE NO. 2015-091

AN ORDINANCE authorizing the acceptance of a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the Engineering Design of Taxiway "B & N" at the Joplin Regional Airport; and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2015-612. Motion by Mr. Stanley, Second by Mrs. Lewis that Council Bill No. 2015-612 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0.

The Council Bill was declared adopted and entitled ORDINANCE NO. 2015-092

AN ORDINANCE authorizing the acceptance of an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, INC. for Engineering Design Services for Taxiway "B & N" at the Joplin Regional Airport; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2015-613. Motion by Mr. Glaze, Second by Mr. Scearce that Council Bill No. 2015-613 be Denied. Voting in favor were Council Members: Glaze, Rosenberg, Scearce, and Woolston 4. Nays: 5, Colbert-Kean, Lewis, Seibert, Shaw, Stanley. Motion by Ms. Colbert-Kean, Second by Mr. Stanley that Council Bill No. 2015-613 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lewis, Seibert, Shaw and Stanley 5. Nays: 4, Glaze, Rosenberg, Scearce, and Woolston. Vote needed 6 votes to pass. Council Bill 2015-613 will be placed on Second and Third Reading for next council agenda.

AN ORDINANCE approving an Agreement with Paragon 2.Architecture to develop conceptual designs and cost estimates for the development of a Route 66 attraction, public space and offices on City-owned property on the north side of the 1100 block of Broadway Avenue; and containing an emergency clause.

Ordinances – First Reading

Ordinances – Second Reading and Third Reading

Unfinished Business

New Business
News from the PIO –Saturday, June 20, Joplin Parks is hosting a tree giveaway until noon. One tree is available to all Joplin addresses and the recovery zone residents are able to get 3 trees. The trees are donated by Forest ReLeaf and the MO Dept of Correction's.

A framed bib and medal from this year's Memorial Half runner event, held last month in honor of the 161 lives lost in 2011 was received from Staff Sergeant Brendan J. Brustad with the US Air Force. He is currently stationed at Whitman AFB in Missouri. He sends this letter:

Mayor Seibert:

I hope this letter finds you well. I am wanting to give this framed medal and bib to the City of Joplin. Unfortunately I was unable to make the Joplin Memorial Half Marathon, so I had to sign up for the virtual run instead. I wanted to honor and show respect of the 161 lives that were lost tragically in the tornado in 2011. I decided to take on the challenge and run 161 miles from May 16th-21st in honor of the 161 lives. I ran 28 miles on day one, 27 miles on day two 26 on day three and four, 30 on day five and 24 on day six. It was a constant battle of the elements but the thought of your great city and the resiliency that was displayed, kept me going throughout the week. Please accept this medal and bib as a token of respect and honor of your city and the 161 lives. My deepest thoughts and prayers remain with you and the city of Joplin.

Very respectfully,

Brendan J. Brustad, SSgt, USAF

There is an article about Brustad's incredible commitment to "running for a cause" in the Air Force base newspaper. We will be sending him our City Flag that flew over city hall on Flag Day thanking him for his service to your country in appreciation.

In closing, it is appropriate to thank all service men and women who are currently serving or who have served our country. Yesterday was Flag Day, and without the courage and commitment of our service men and women Flag Day may not have the significance it does today - representing our freedom as a country and our rights as individuals.

Mr. Stanley mentioned he had the privilege of dedicating the Skate Park along with Parks Director Chris Cotten as one of Chris's final acts before departing Joplin. He stated what a grand opportunity for him and the Parks Board to see this area take shape and become a reality for the young men and women and give them a place to live their dream that they have hoped for so long.

There being no further business to come before the city council the meeting adjourned at 7:35 pm.

Submitted,

Barbara L. Hogelin, City Clerk, MMC/MPCC

Joplin City Council Minutes
Special Meeting
June 22, 2015

Reading of the Special Call – City Clerk Barbara Hogelin read the Special Call. Notice is hereby given that the City Council of the City of Joplin, Missouri, will hold a special meeting beginning at 5:45 p.m. on Monday, June 22, 2015, at Joplin City Hall, in the 5th Floor Council Chambers, 602 S. Main, to discuss the items listed below.

Invocation was read by City Clerk Barbara Hogelin
Pledge of Allegiance to the United States of America

Roll Call - ROLL CALL – Answering Roll Call were: Melodee Colbert-Kean; Morris Glaze; Miranda Lewis; Benjamin Rosenberg; William Scearce; Gary Shaw; Ryan Stanley, Michael Woolston and Mayor Michael Seibert. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

Mrs. Lewis stated since she was an employee of Mercy she would abstain from voting.

Discussion of the bi-annual insurance update by Mitch Bramstaedt, Segal and Leslie Haase, Finance Director.

Discussion of the insurance bids. Motion by Dr. Rosenberg, second by Mr. Scearce, to accept Anthem as the insurance bid for the City. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 8. Nays: 0. Abstention: 1, Lewis.
Motion by Mr. Shaw, Second by Mr. Scearce to accept EveMed as the vision carrier for the City. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0.
Motion by Mr. Stanley, Second by Mr. Shaw, to accept Cigna as the dental carrier for the City. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0.

Any other business

Adjourn to closed session
Vote to go into closed session, which shall pertain to confidential or privileged communications between a public governmental body and its auditor, including all auditor work product; however, all final audit reports issued by the auditor are to be considered open records pursuant to this chapter—more specifically, for the Council to discuss the City's responses to the Audit Report, as set forth in Section 610.021(17) RSMo, as amended, 2014. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by, Second by to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0.

Submitted,

Barbara L. Hogelin, City Clerk, MMC/MMPC

RESOLUTIONS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 6, 2015

Item: CDBG-DR – Eligible Projects funded with CDBG-DR assistance.
Originating Department: Planning & Community Development

Attachments: 1) Exhibit A
2) Exhibit B
3) Resolution No. 2015-008

Department Head: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter Edwards	Date:
City Manager: Sam Anselm	Date:

Recommended Action: Approval of Resolution No. 2015-008

DISCUSSION:

The attached resolution formally approves the list of eligible projects that will be funded with Community Development Block Grant Disaster Recovery (CDBG-DR) assistance. The council selected the projects at their work session on Wed. June 17th, 2015. The attached list of projects in Exhibit "A" will officially replace the list of projects identified in the recovery plan (Exhibit "B") that were adopted by Council on July 1, 2013 in Resolution No. 2013-020. The projects listed in Exhibit "A" provides guidance for the expenditure of the remaining CDBG-DR assistance. The adoption of this resolution and list of projects will give staff direction to begin the process of amending the Action Plan(s).

There are currently no deadlines when the city's first round of CDBG-DR assistance (approx. $48 million) must be spent even though The Department of Housing and Urban Development (HUD) has recently informed staff that they are currently developing a timeline for the expenditure of these funds. Under the federal regulations that dictate the use of the city's second allocation of CDBG-DR assistance (approx. $113,000,000), the city has two years to expend the funds once the amount is included in the Action Plan and the release of funds is issued by HUD. Regardless, all of the second allocation of CDBG-DR assistance must be obligated in the Action Plan by September 2017 and expended by September 2019.

RECOMMENDATION:

Staff recommends adoption of this Resolution, so they can begin preparing the Action Plan amendments for Council approval.

EXHIBIT A

Joplin CDBG-DR Grant Allocation

Based on Informal Project Consensus By City Council on June 17, 2015

Rank	Project Name	Value (M)	Infrastructure & Environment	Housing & Neighborhoods	Schools & Community	Economic Development
1	Infrastructure - Project 1	$ 50.00	$ 50.00			
2	Infrastructure - Project 2	$ 8.00	$ 8.00			
3	Streetscape - 20th Street	$ 7.00				$ 7.00
4	Streetscape - Main Street	$ 8.00				$ 8.00
5	Advanced Training Center	$ 6.50				$ 6.50
6	Joplin Senior Center	$ 4.75			$ 4.75	
7*	J-HAP	$ 19.75		$ 19.75		
8	Crossroads Industrial Park	$ 5.50				$ 5.50
9*	Infrastructure - Trail Construction	$ 1.20	$ 1.20			
10	Community Clinic of Joplin	$ 0.24			$ 0.24	
11	Juvenile Detention Center	$ 0.35			$ 0.35	
12	Ozark Mental Health Services	$ 0.11			$ 0.11	
Previously Committed	Cannonball	$ 2.05				$ 2.05
	Crosslines Community Center	$ 0.55			$ 0.55	
	Early Childhood Center	$ 5.00			$ 5.00	
	E. 24th Street Extension	$ 1.20				$ 1.20
	FEMA THU relocation	$ 0.06		$ 0.06		
	J-HRP	$ 1.90		$ 1.90		
	JPHA Improvements/Repairs	$ 0.21		$ 0.21		
	JPHA Tenant Based RA	$ 0.29		$ 0.29		
	JSD-Mental Health Services	$ 0.33			$ 0.33	
	Public (Mercy) Park	$ 4.90			$ 4.90	
	Sanitary Sewer Improvements	$ 7.90	$ 7.90			
	Senior Housing Development	$ 4.75		$ 4.75		
CDBG Grant (less Admin & Planning)		$ 140.64	$ 67.10	$ 26.96	$ 16.23	$ 30.25
Joplin Strategic Plan % Allocation			48%	19%	12%	22%

* Portions of the budget were committed prior to the Capital Planning Process

EXHIBIT B

Attachment III

$113,276,000 CDBG-DR Project LMI/Slum and Blight Ratios

CATEGORY	Low-Moderate Income	Slum and Blight
Sidewalks & ADA Ramps	$11,4000,000	0
Sanitary Sewer	$6,400,000	$5,600,000
Storm Sewer	$10,300,000	$7,200,000
Curb & Gutter	$7,700,000	0
Streets/Asphalt Overlay	$3,700,000	0
Tree Planting	$960,000	640,000
Mental Health	$750,000	0
20th Street Streetscape	0	$10,350,000
Crossroads Extensions	$3,600,000	0
Job Training & Education	$500,000	0
Joplin Commons	$18,472,260	$21,703,740
Green Neighborhood	$500,000	0
	$64,282,260 (58.56%)	**$45,493,740 (41.44%)**

Projects Total	**$109,776,000**
CDBG Administration	**$3,500,000**
CDBG GRANT AWARD TOTAL	**$113,276,000**

* These numbers are preliminary based on cost estimates, not actual project costs, and may be modified upon Housing and Urban Development review.

RESOLUTION NO. 2015-008

A RESOLUTION authorizing the approval of a list of projects to be funded by two Community Development Block Grant Disaster Recovery (CDBG-DR) grant(s) received from the Department of Housing and Urban Development (HUD) to help aid in the recovery from an EF-5 tornado that struck the City of Joplin on May 22, 2011.

WHEREAS, on May 22, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the City of Joplin; and

WHEREAS, the U. S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

WHEREAS, the City of Joplin was allocated $45,266,709 and $113,276,000 respectively in CDBG-DR grant assistance in response to the negative housing, infrastructure, and economic impacts caused by the tornado on May 22, 2011; and

WHEREAS, the City Council in a special work session on June 17, 2015 created a list of projects to be funded with the remaining CDBG-DR recovery grant assistance.

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

Section 1. That the City of Joplin adopt the a list of projects to be funded with CDBG-DR assistance received by HUD, a copy of said list of project and made a part hereof by reference as Exhibit "A".

Section 2. That said list of projects in Exhibit "A" and this resolution shall annul list of projects in Exhibit "B" that were previously approved to be funded with aforementioned assistance adopted by the City Council in Resolution No. 2013-020 on July 1, 2013.

Section 3. That the City Manager of the City of Joplin is hereby authorized to direct city staff to complete said projects in Exhibit "A" and prepare CDBG-DR Action Plan Amendments and/or partial Action Plan amendments for projects if so needed.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ Day of _____, 2014, by a vote of _____.

Michael Seibert, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Peter Edwards, City Attorney

ORDINANCES

EMERGENCY

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 6, 2015
Council Bill No. 2015-134

Item: Purchase of Property for Mohaska Storm Water Improvements
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2015-134

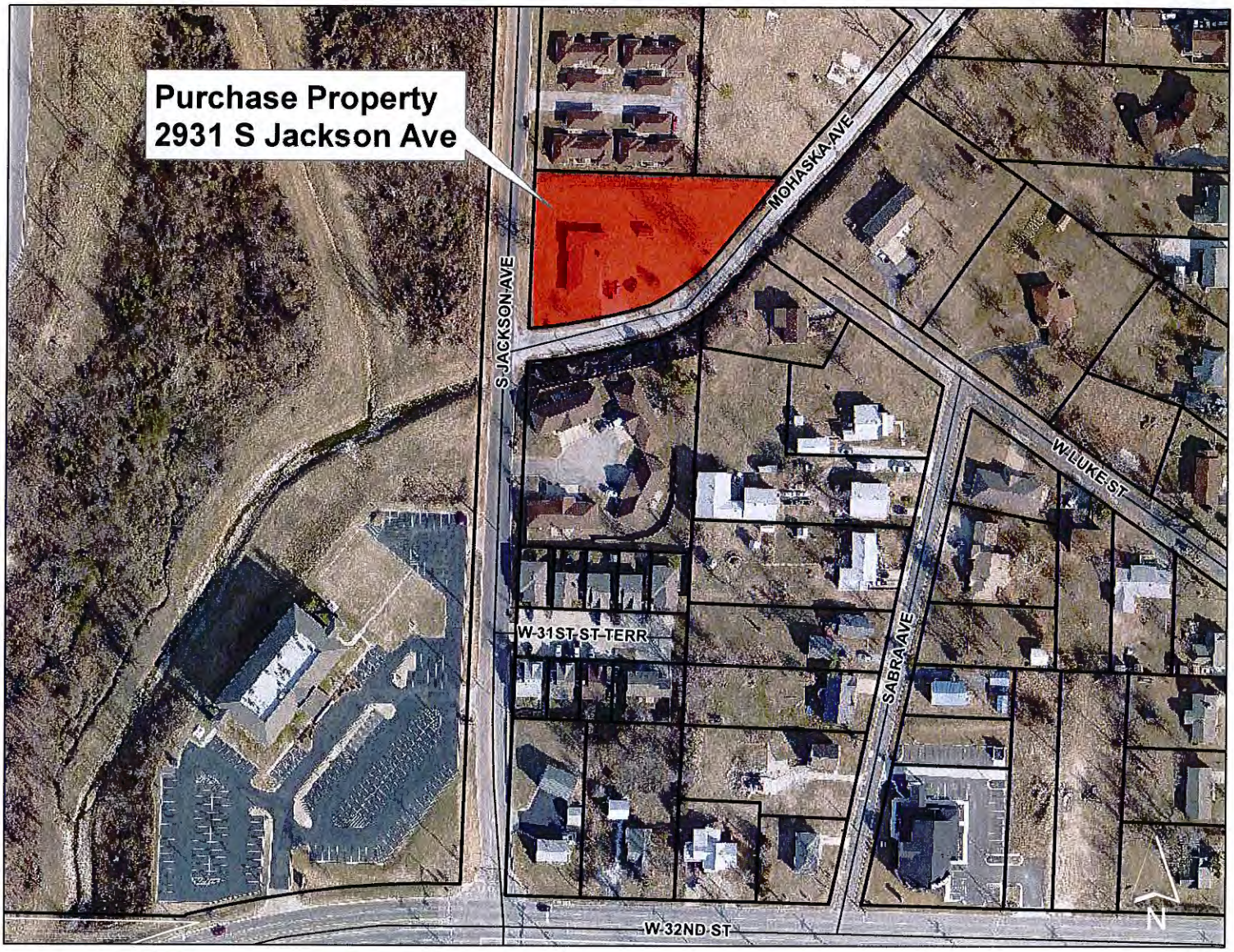
Department Head: Nicholas A. Heatherly Date: 6/30/15
Finance Department: Leslie Haase Date: 6/30/15
City Attorney: Peter C. Edwards Date: 6/30/15
City Manager: Samuel L. Anselm Date: 6/30/15

Recommended Action: Purchase of property at 2931 S. Jackson Avenue from Randy and Dee Ann Lowry for the Mohaska Storm Water Project.

Background: The 1998 Storm Water Master Plan gave rankings to 50 projects requiring upgrades to the existing storm water infrastructure. The Mohaska Ditch Improvement Project was ranked as 11th on the priority list. In 2006 the city contracted with Allgeier, Martin, and Associates for a hydraulic analysis of the existing ditch and the design of the improvement project. City staff determined that purchase and removal of the residential structures in the floodplain was the best available option and included funds in the 2014-15 budget.

Discussion: Staff has reached an agreement with Randy and Dee Ann Lowry for One Hundred Fifty Two Thousand Nine Hundred and 00/100 Dollars ($152,900.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $152,900.00 for the purchase of property at 2931 S. Jackson Avenue on an emergency basis per Section 2.12 (6) of the Joplin City Charter.


Purchase Property
2931 S Jackson Ave
MOHASKA AVE
S JACKSON AVE
W LUKE ST
W 31ST ST TERR
SABRA AVE
W 32ND ST
N

COUNCIL BILL NO. 2015-134 ORDINANCE NO.

AN ORDINANCE approving the purchase of property at 2931 S. Jackson Avenue, in the City of Joplin, Jasper County, Missouri and authorizing the payment of One Hundred Fifty Two Thousand Nine Hundred and 00/100 Dollars ($152,900.00) and containing an emergency clause.

WHEREAS, Randy and Dee Ann Lowry are the legal owners of property at 2931 S. Jackson Avenue, in the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2014-2015 budget funds from the 2012 storm water sales tax program for the Mohaska Storm water Project.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire property, 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 property at 2931 S. Jackson Avenue, consisting of:

TRACT 1:
ALL OF LOT NUMBERED SIXTY-TWO (62) IN MOHASKA SUB-DIVISION TO THE CITY OF JOPLIN, EXCEPT THE SOUTH 10 FEET THEREOF.
EXCEPT:
ALL OF THAT PART OF LOT NUMBERED SIXTY-TWO (62) IN MOHASKA SUB-DIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER THEREOF, THENCE SOUTH 190.80 FEET, THENCE NORTH 75 DEGREES AND 44 MINUTES EAST, 188.3 FEET, THENCE NORTH 18 DEGREES AND 16 MINUTES WEST 152.0 FEET, THENCE WEST 135.0 FEET TO THE POINT OF BEGINNING.

TRACT 2:
ALL OF THAT PART OF LOT NUMBERED SIXTY-TWO (62) IN MOHASKA SUB-DIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER THEREOF, THENCE SOUTH 190.80 FEET, THENCE NORTH 75 DEGREES AND 44 MINUTES EAST, 188.3 FEET, THENCE NORTH 18 DEGREES AND 16 MINUTES WEST 152.0 FEET, THENCE WEST 135.0 FEET TO THE POINT OF BEGINNING.

Section 2. That the City of Joplin authorize placing $152,900.00, in escrow for the purchase of property at 2931 S. Jackson Avenue. Payment will be made from account #130-4555-530-8105 Project TS0410.

Section 3. That the Director of Public Works is hereby authorized to accept this property 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. Specifically, this council bill needs to be approved in order to complete property acquisitions, allowing construction to be completed within funding time limitations.

COUNCIL BILL NO. 2015-134 ORDINANCE NO.

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

_____, 2015 by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 6, 2015
Council Bill No. 2015-135
Item: Microsurfacing of Various Streets 2015, Award of Contract

Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Street List
3) Bid Tabulation
4) Council Bill No. 2015-135

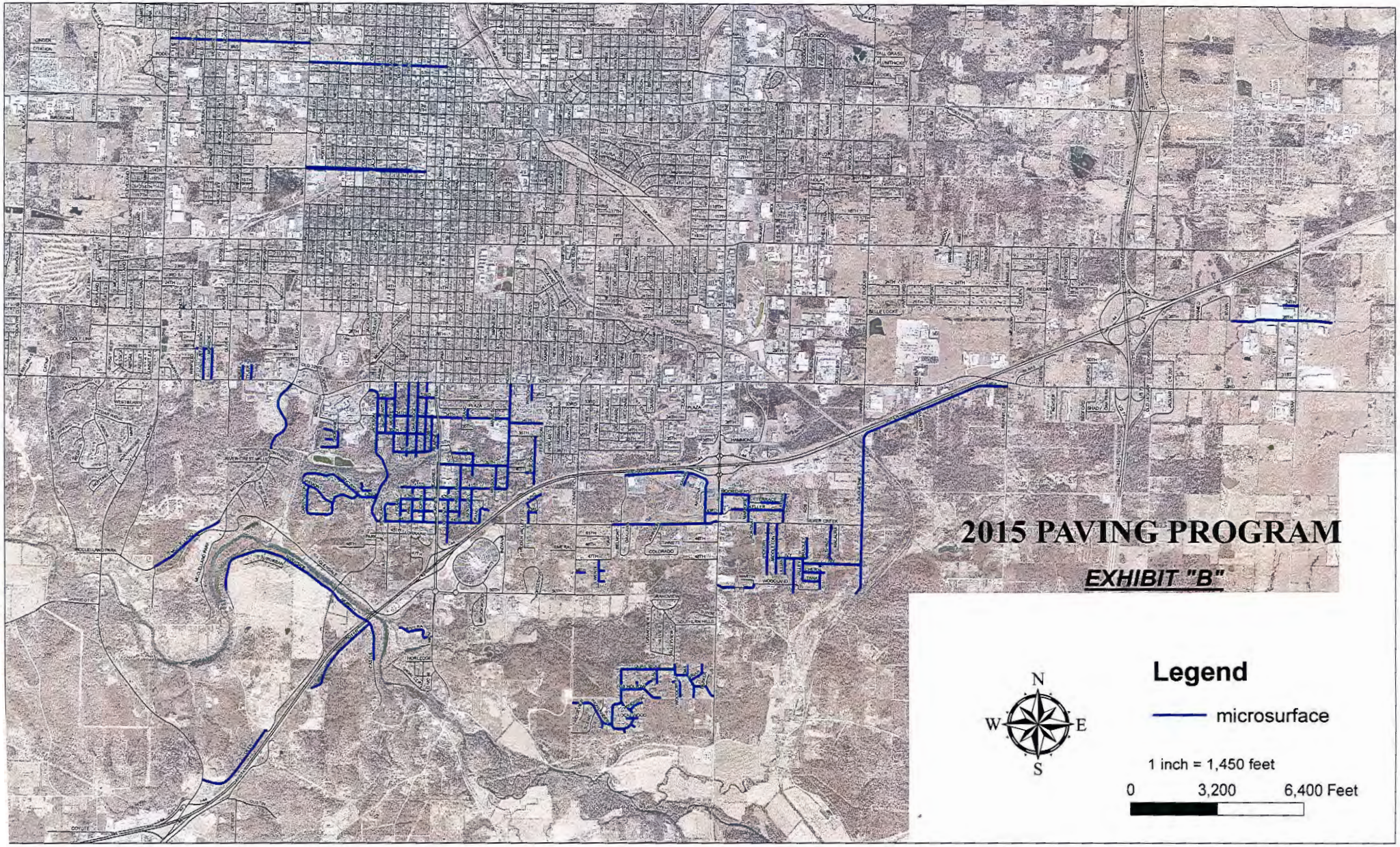
Department Head: Nicholas A. Heatherly 6/29/15
Finance Department: Leslie Haase 6/30/15
City Attorney: Peter C. Edwards 6/30/15
City Manager: Samuel L. Anselm 6/30/15

Recommended Action: Approval of an Award of Contract with Vance Brothers in the amount of $1,127,530.00 for the Microsurfacing of Streets 2015 project and budget amendment.

Background: As a part of the annual street maintenance program, the City provides preventive maintenance on asphalt streets on a seven year cycle. The Street Slurry Seal projects have been a major part of this seven-year preventive maintenance program since 1982. Staff has chosen to use Microsurfacing over the Type II Slurry Seal used in the past. Microsurfacing sets up much quicker and is more durable. This should allow roads to be opened up to the public in a faster time frame. Microsurfacing was first used in 2004 and the Engineering Department took significantly less complaint calls as a result.

Discussion: In accordance with the City of Joplin's procurement and purchasing policies the project was advertised in the Joplin Globe newspaper and City website. One firm picked up the bid proposal and two firms submitted bids for Microsurfacing on Various Streets in the City of Joplin for 2015 on June 23, 2015 (See attached Bid Tabulation). The 2015 price per square yard is $1.94. The 2014 price per square yard is $1.91. The 2013 price per square yard is $ 1.78. The 2011 price per square yard is $ 1.64. Vance Brothers has been a contractor for the City of Joplin in the past and has provided good results.

Recommendation: It is recommended that a contract be awarded to Vance Brothers Construction in the amount of $1,127,530.00 for the Microsurfacing of Streets 2015 project and authorized budget amendment. This price is within engineers estimate.


2015 PAVING PROGRAM
EXHIBIT "B"
Legend
microsurface
N
W
E
S
1 inch = 1,450 feet
0
3,200
6,400 Feet

Microsurface Paving List		EXHIBIT A	
Street to be Microsurfaced	Begin	End	total square yards
2nd Street	Schifferdecker Ave	Maiden Lane	18552.89
4th Street	Maiden Lane	Main Street	22875.56
Junge Boulevard	Maiden Lane	Wall Ave	18851.11
29th Street	Winfield Ave	Monroe Ave	5615.56
Jefferson Avenue	29th Street	32nd Street	3661.78
Monroe Avenue	29th Street	32nd Street	5612.44
Adele Ave	32nd	culdesac	1732.89
Tyler Ave	32nd	culdesac	1804.44
McClelland	32nd	City Limits	7299.11
McClelland	City Limits	McClelland Park	7399.33
Riverside	City Limits	Jackson	13319.78
Murphy	Jackson	Outer Road	7988.44
Castle	Outer Road	City Limits	7988.44
Outer Road	Castle	End	8232.89
Riviera	Main Street	Ball fields	4248.00
Deer	Dove	Coyote	10593.33
Jackson	McIntosh Circle	44th Street	14522.67
Thornhill	Oakridge	Valleyview	3717.78
Oakridge	Thornhill	culdesac	1751.56
Hilltop	Thornhill	culdesac	1530.67
Valleyview	Thornhill	culdesac	3717.78
42nd	Jackson	Wood Crest	2091.56
Wood Crest	42nd	culdesac	1531.11
Seville	Wood Crest	culdesac	1120.89
Oakmont	42nd	Carrington	3377.11
Oakmont	Carrington	Carrington	3180.67
Carrington	Oakmont	Oakmont	6708.00
Rustic Ridge	Carrington	Remington	6046.44
Remington	Rustic Ridge	culdesac	491.11
Rustic Ridge	Remington	Wood Crest	2221.56
44th Street	Jackson	Hearnes	5365.56
Sergeant/42nd	44th St	Pearl Ave	3489.78
Pearl Ave	44th St	42nd St	2475.78
42nd Street	Pearl Ave	Hearnes	3804.67
43rd Street	Pearl Ave	Hearnes	3813.33
Wall Ave	44th St	41st St	3749.78
Joplin Ave	44th St	41st St	3755.56
41st Street	Hearnes	End	3842.22
36th Street	Moffet	Hearnes	5242.22
35th Steet	Jackson	Hearnes	7258.22
34th Street	Jackson	Hearnes	6968.89
33rd Street	Jackson	Moffet Ave	1975.56
33rd Street	Oak Ridge	Hearnes	1552.22
Sergeant	35th St	33rd St	3718.00
Moffet	35th St	32nd Street	5578.44

Pearl Ave	32nd	end	8060.00
Oak Ridge	32nd	end	8112.00
Joplin Ave	32nd	36th St	7511.11
Ruby	34th St	36th St	3602.44
Hearnes Frontage Rd	35th St	36th St	1566.67
34th Street	Hearnes	Indiana	8730.00
Grand Ave	34th St	Plaza	993.78
Indiana Ave	32nd St	41st St	10533.33
37th Street	Virginia	Kentucky	2311.11
Kentucky	37th St	End	2444.00
39th Street	Hearnes	Indiana	7858.67
41st Street	Hearnes	Indiana	8426.67
42nd Street	Hearnes	Kentucky	2682.22
43rd Street	Hearnes	Pennsylvania	1715.56
44th Street	Hearnes	Grand	3688.67
Virginia Ave	41st St	End	5184.67
Pennsylvania Ave	39th St	44th Street	6320.89
Kentucky Ave	41st St	44th Street	3772.89
Grand Ave	44th St	Stone Ridge	1950.67
Stone Ridge	Grand	culdesac	933.33
Missouri Ave	39th St	41st St	2722.22
40th St	Wisconsin	City Limits	784.67
Wisconsin	36th St	End	5280.89
34th Street	Indiana Ave	culdesac	3625.56
Wisconsin	32nd St	End	1877.78
Illinois Avenue	44th St	42nd St	2302.44
42nd	Illinois Ave	End	1895.11
43rd Street	Illinois Ave	Wisconsin Ave	933.11
48th St	Connecticut Ave	culdesac	1106.44
Wendi	47th St	Abby	2331.33
Brooke	Wendi	culdesac	696.22
Abby	Wendi	culdesac	699.11
44th Street	Oak	Range Line	9631.11
Richard Joseph Boulevard	West Richard Joseph Blvd	44th Street	15916.67
Kanan	Richard Joseph	End	2144.00
43rd Street	Richard Joseph	Range Line	2174.67
Outer Road	Keller	City Limits	2581.33
Moorehead	Outer Road	Marjorie	1958.00
Marjorie	Moorehead	Silver Creek	2096.00
Keller	Marjorie	Lillian	2582.00
Lillian	Silver Creek	Moorehead	2244.00
Terrace	Unnamed Road	Lillian	2584.00
Keller	240ft west of Marjorie	640ft west of Marjorie	888.89
Roadway	Silver Creek	End	573.22
Hickory	Silver Creek	End	3505.78
Middleton	Silver Creek	End	3846.00

Ivy	Middleton	82ft west of Valley	1997.78
Lillian	Ivy	end	1109.33
Seagraves	Ivy	City Limits	2951.11
Valley	95ft south of Ivy	Tana	1608.89
Tana	Valley	Hilltop	2900.00
Cheryl	Valley	End	1678.00
Ivy	Valley	Duquesne	4782.22
Shady	Silver Creek	Ivy	3030.00
Duquesne	Outer Road	City Limits	14884.22
Outer Road	Duquesne	Reinmiller	13828.22
Bradley	Ivy	culdesac	1536.00
Ivy	Hickory	End	215.11
Woodland	Martin	Burgess	992.00
Woodland	Skyline	Range Line	1378.00
26th St	Irwin	End	20010.67
24th St	Prigmore	593ft west of Prigmore	1713.11
Wildwood	US 71	Wood Crest	5358.89
Briar	Wildwood	End	2487.33
Ridgewood	Wildwood	culdesac	1248.00
Oak	Wildwood	culdesac	1132.44
Woodcrest	City Limits	culdesac	3744.00
Old Mill	Wood Crest	culdesac	956.22
Quail Ridge	Pheasant	Wood Crest	5714.22
Bitter Sweet	Quail Ridge	culdesac	537.33
Teal	Quail Ridge	culdesac	1565.78
Fox Hollow	Pheasant	Teal	4177.33
Timber Run	Fox Hollow	culdesac	826.22
Deer Run	Fox Hollow	culdesac	2389.11
Pheasant	Quail Ridge	Highland	3619.78
Highland	Pheasant	Swallow	3749.78
West Highland	Swallow	Highland	4671.33
Windrose	Highland	End	1620.67
Lockewood	culdesac	culdesac	1360.67
Melissa	Highland	culdesac	586.44
Swallow	Highland	City Limits	482.44
Highlander	West Highland	End	5419.56
Maplewood	Highlander	culdesac	678.89
Mc Coy	return approach off 26th Street		41.89
Cunningham	return approach off 26th Street		127.76
Adele	North & South return approaches off 26th Street		140.43
Willard	return approach off 26th Street		105.86
Oliver	return approach off 26th Street		48.65
Mylinda Leah	return approach off 26th Street		72.22
		Total Square Yards	561232.25

BID TABULATION

PROJECT: Microsurfacing of Streets in Various Location 2015
DATE OF BID OPENING: June 23, 2015

CONTRACTOR	BID
Vance Brothers	1,027,530.00
Intermountain Slurry Seal	2,077,575.00
Engineering Estimate	1,153,644.44

COUNCIL BILL NO. 2015- 135 ORDINANCE NO.

AN ORDINANCE approving the contract with Vance Brothers in the amount of One Million One Hundred Twenty Seven Thousand Five Hundred Thirty and no/100 Dollars ($1,127,530.00) for Microsurfacing of Streets in Various Locations for 2015 in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

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

Section 1. That the contract be awarded with Vance Brothers in the amount of One Million One Hundred Twenty Seven Thousand Five Hundred Thirty and no/100 Dollars ($1,127,530.00) for Microsurfacing of Streets in Various Locations for 2015 in the City of Joplin, Missouri.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the director of Finance, the contractor shall be paid $1,127,530.00 from the Transportation Sales Tax Fund, Account Number 140-4520-530-8545.

Section 3. That Fiscal year 2014-2015 budgeted appropriations as adopted be amended by increasing appropriations by the total amount of Three Hundred Seventy Seven Thousand Five Hundred Thirty and no/100 ($377,530.00).

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

Section 5. That the Director of Public Works is hereby authorized to proceed with said awarding of contract with Vance Brothers.

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

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

_____, 2015, by a _____ vote.

_____

Michael L. Siebert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 6, 2015
Council Bill No. 2015-136
Item: Resurfacing of Streets in Various Locations 2015

Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map and Table
2) Bid Tabulation
3) Council Bill No. 2015-136

Department Head: Nicholas A. Heatherly 6/29/15
Finance Department: Leslie Haase 6/30/15
City Attorney: Peter C. Edwards 6/30/15
City Manager: Samuel L. Anselm 6/30/15

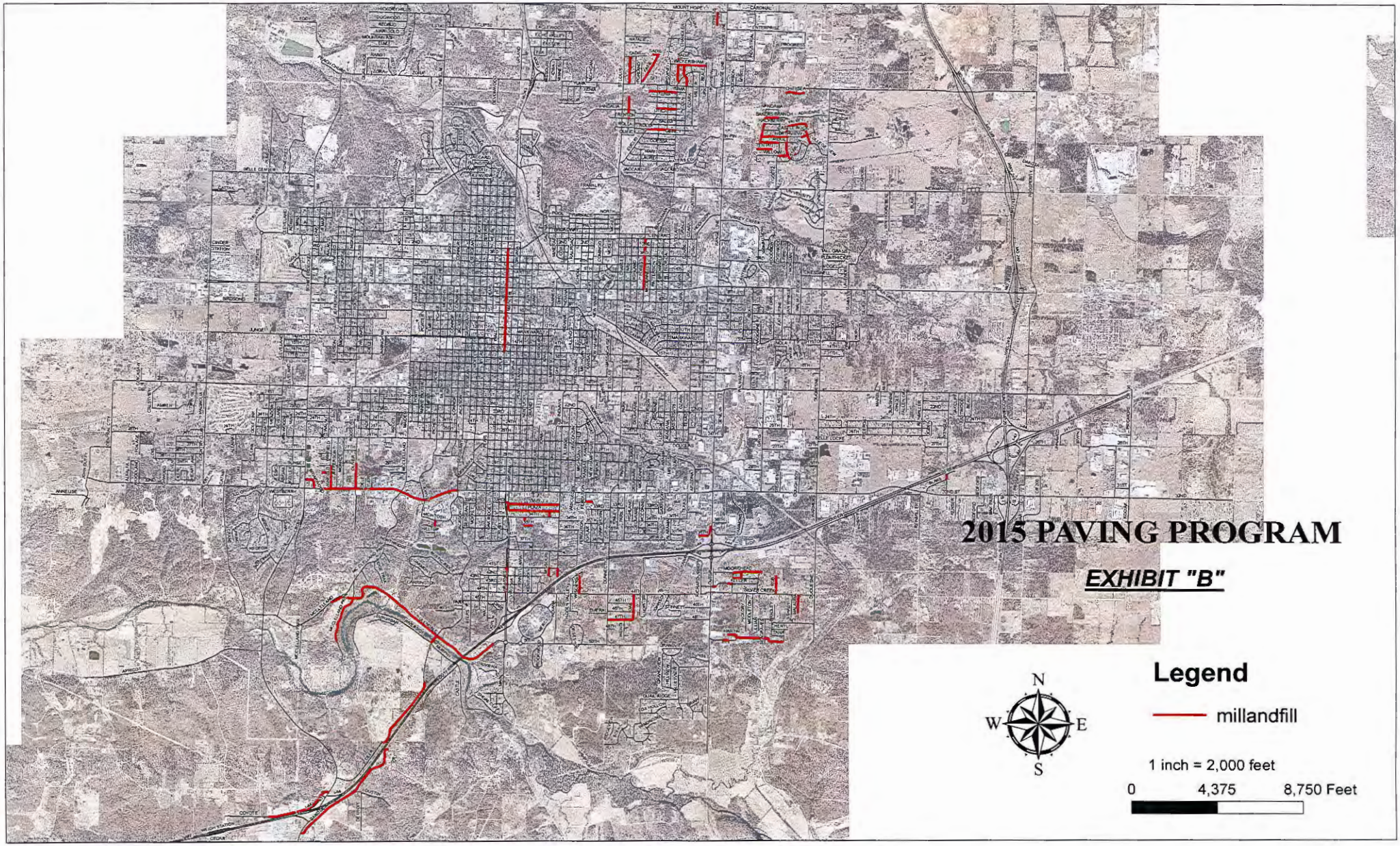
Recommended Action: Approval of an Award of Contract to Blevins Asphalt Construction Company Inc. in the amount of $1,813,801.58 and for the Resurfacing of Various Locations 2015 project including a budget amendment.

Background: City staff annually evaluates the pavement conditions of the City street system and recommends streets that need improvements. City staff determines which streets are to be resurfaced through a selection process based on traffic counts, street classifications, structural integrity and rideability of road. The Annual Resurfacing Project Budget provides for these street needs. Street resurfacing consists of a 2 inch asphalt overlay.

Discussion: City staff prepared bid documents for the project. In accordance with the City of Joplin's procurement and purchasing policies the project was advertised in the Joplin Globe newspaper and City website. Three firms picked up plans and 3 firms submitted bids (see attached Bid Tabulation) that were opened on June 24, 2015.

The low bid for asphalt submitted for the resurfacing project is $48.65 per ton. In 2012 the city had no construction due to the rebuild effort. The 2013 Resurfacing low bid was $51.95 per ton and there was no construction in 2014. Blevins Asphalt Construction Company Inc. was the low bidder.

Recommendation: City staff recommends Award of Contract to Blevins Asphalt Company Inc. in the amount of $1,813,801.58 for the Resurfacing of Various Locations 2015 project. Blevins Construction has done work for the City of Joplin in the past. This bid is within the engineer's estimate. The funds will come from the 2014-2015 budget.


2015 PAVING PROGRAM
EXHIBIT "B"
Legend
millandfill
N
W
E
S
1 inch = 2,000 feet
0
4,375
8,750 Feet

Overlay Paving List		EXHIBIT A			
Street to be overlayed	Begin	End	total square yards	Full Mill	Overlay
Briarwood	Schifferdecker	32nd	2264.89	X	X
Winfield	32nd	29th	3400.22	X	X
30th St	Winfield	culdesac	1409.78	X	X
32nd St	910ft east of Schifferdecker	Jackson	38250.67	X	X
Oliver	32nd	29th	3824.89	X	X
Thornhill	McIntosh	Oakridge	988.00	X	X
33rd St	Hearnes	Main	224.00	X	X
Main	33rd	33rd	192.89	X	X
Plaza	33rd	Indiana	9053.33	X	X
33rd St	Main	Indiana	8169.78	X	X
Minnesota	33rd	34th	988.00	X	X
Kentucky	34th	35th	1450.00	X	X
35th St	Kentucky	End	982.22	X	X
33rd St	Ferguson	365ft east of Ferguson	973.33	X	X
Hearnes	44th	41st	4078.67	X	X
Missouri	41st	End	730.67	X	X
Indiana	41st	End	1234.67	X	X
Wisconsin	42nd	44th	2926.44	X	X
47th St	Connecticut	Oak	2908.89	X	X
Oak	47th	44th	4647.11	X	X
Keller	Marjorie	240ft west of Marjorie	533.33	X	X
Terrace	Marjorie	Unnamed Road	988.89	X	X
Unnamed Road	Terrace	Moorehead	748.89	X	X
Moorehead	Marjorie	End	3411.11	X	X
Rob	Silver Creek	End	2133.33	X	X
Malaura	Silver Creek	culdesac	2142.22	X	X
Woodland	Martin	Hilltop	5653.33	X	X
Martin	Woodland	End	1324.44	X	X
Woodland	Skyline	Burgess	733.33	X	X

Serene	Blake	End of Pavement	699.11	X	X
Joplin	2nd St	15th Street	23644.00	X	X
36th	Range Line	End	4136.00	X	X
Glendale	McClelland	Main	28050.67	X	X
McClelland Park	Glendale	City Limits	6773.33	X	X
Deer	Dove	City Limits	9618.89	X	X
Dakota	HWY 43	City Limits	16209.11	X	X
Coyote	HWY 43	City Limits	8628.89	X	X
36th Street	Range Line	End	4136.00	X	X
		Total Square Yards:	208263.33	X	X
		Total Tonnage:	22908.97	X	X
Overlay Paving List that was left over from 2014 Project					
Street to be overlayed	Begin	End	total square yards		
BAKERS BRANCH	GOETZ - WHISPERING OAKS		2094.44	X	X
NORTHVIEW	WHISPERING OAKS - COLLEGE VIEW		3625.56	X	X
RIDGE	WHISPERING OAKS - GOETZ		2773.33	X	X
ST. CHARLES	ZORA - SADIE LN.		4044.44	X	X
WICKERSHAM	CHANDLER - BEALE		4174.44	X	X
STARLITE CIR.	STARLITE DR. - END OF CUL-DE-SAC		765.56	X	X
CHELSEA	CUL-DE-SAC TO CUL-DE-SAC		2917.78	X	X
NORTHVIEW	CURVE IN STREET - TYSON		1025.56	X	X
ROLLA	EUCLID - FLORIDA		3233.33	X	X
WILLOW	GOETZ - COLLEGE VIEW		1430.00	X	X
COLLEGE VIEW DR.	BUTTERFIELD / STARLITE DR. - VALLEY DR.		5127.78	X	X
KATIE	HIGHLAND - END (N OF SADIE CT)		5272.22	X	X
SADIE CT.	KATIE LN. TO END OF CUL-DE-SAC		736.67	X	X
TYSON DR.	COLLEGE VIEW DR. - VALLEY DR.		3206.67	X	X
VALLEY DR.	COLLEGE VIEW DR. - TYSON DR.		2730.00	X	X
WHISPERING OAKS	TEN PIN LN. - BAKER'S BRANCH DR.		4665.56	X	X
FORREST CT.	KATIE LN. TO END OF CUL-DE-SAC		910.00	X	X

TEN PIN (ALL)	W. OF WHISPERING OAKS TO END OF CUL-DE-SAC	2137.78	X	X
CYPRESS DR.	MT. HOPE - END OF CUL-DE-SAC (SOUTHWARD)	1747.78	X	X
YUMA	FL - END (WESTWARD)	3464.44	X	X
CHANDLER	WICKERSHAM - SADIE CT.	953.33	X	X
FOREST	CENTRAL - 7TH	8132.22	X	X
LINCOLN	ZORA - WICKERSHAM	3336.67	X	X
ST. CHARLES	TRENTON - END (NORTHWARD)	3322.22	X	X
VANDALIA	INDEPENDENCE - FLORIDA	2975.56	X	X
	Total Square Yards:	74803.33		
	Total Tonnage:	8228.37		

BID TABULATION

PROJECT: Resurfacing of Streets in Various Location 2015
DATE OF BID OPENING: June 24, 2015

CONTRACTOR	BID
Blevins Asphalt	$1,813,801.58
APAC-Missouri	$2,691651.90
Swift Construction	$2,004,854.66
Engineer Estimate	1,843,586.00

COUNCIL BILL NO. 2015-136 ORDINANCE NO.

AN ORDINANCE approving a contract with Blevins Asphalt Construction Company Inc. in the amount of One Million Eight Hundred Thirteen Thousand Eight Hundred One and 58/100 Dollars ($1,813,801.58) for Resurfacing in Various Locations 2015 project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract be awarded to Blevins Asphalt Construction Company Inc. in the amount of One Million Eight Hundred Thirteen Thousand Eight Hundred One and 58/100 Dollars ($1,813,801.58) for Resurfacing in Various Locations 2015 project in the City of Joplin, Missouri.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Capital Improvement Fund, Account Number 145-4565-520-8650 in the amount of $303,801.58 Transportation Sales Tax Fund Account Number 140-4520-530-8650 in the amount of $1,500,000.00.

Section 3. That Fiscal year 2014-2015 budgeted appropriations as adopted be amended by increased appropriations by the total amount of Eight Hundred Thirteen Thousand, Eight Hundred One and 58/100 ($813,801.58). Capital Improvement Fund, account number 145-4565-520-8650 in the amount of Sixty Three Thousand Eight Hundred One and 58/100 ($63,801.58). The Transportation Sales Tax Fund, account number 140-4520-530-8650 in the amount of Seven Hundred Fifty Thousand and no/100 ($750,000.00).

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

Section 5. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

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

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

_____, 2015, by a _____ vote.

ATTEST:

Michael L. Siebert, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 6, 2015
Council Bill No. 2015-137

Item: Turkey Creek WWTP Improvements, Construction Agreement- Installation of Tertiary Filters

Originating Department: Public Works – Operations

Attachments: 1) Council Bill No 2015-137
2) Bid Tabulation

Public Works –Operations: Lynden Lawson	Date:
Department Head: Nicholas A. Heatherly	Date: 6/30/15
Finance Department: Leslie Haase	Date: 6/30/15
City Attorney: Peter C. Edwards	Date: 6/30/15
City Manager: Sam Anselm	Date: 6/30/15

Recommended Action: Authorization to enter into a contract with McClanahan Construction Company to perform construction work on the filter tertiary building, work on two of the filter basins and install two Aqua Diamond tertiary filters. This contract is in the amount of $1,319,513 for improvements to Turkey Creek WWTP tertiary filters. As part of the WWTP Project C295543-02.

Background: The existing sand filters at the Turkey Creek WWTP are the current hydraulic bottlenecks within the system. In 2010, new filter media was placed in the sand filters and re-construction of the drains was conducted to of increase flow through these filters. Although the work did improve the flow capabilities, the filters are still a bottleneck and excess flow is having to be recirculated back to the head-works of the plant resulting in having to handle the same liquid multiple times. Working with our Engineering Consultant, we have re-evaluated the issue and the recommended solution is to remove two of the four existing sand filters and install two Aqua Diamond tertiary filters that have the capacity to handle a higher peak flow. Although under extreme high flow conditions we still anticipate having to recirculate some of the flow, this improvement should substantially reduce these occurrences.

Discussion: A bid meeting was held by Allgeier Martin Associaates, Inc. on June 24, 2015 and McClanahan Construction was the lowest bidder. City staff has verified that the Department of Natural Resources grant administrators have approved of this additional service being added to the project C295543-02. The cost of this construction work will be paid for from the SRF loan the City of Joplin secured in 2009; we are using the last of the loan funds available from the original award.

Recommendation: City staff recommends that approve of this Construction Agreement with McClanahan Construction Company for the amount of $1,319,513.00 be approved on an emergency basis in accordance with Section 2.12(6) of the Joplin City Charter.

COUNCIL BILL NO. 2015- 137 ORDINANCE NO.

AN ORDINANCE authorizing the execution of an Agreement by and between the City of Joplin and McClanahan Construction Company, to provide construction services for installing Tertiary filters for the Turkey Creek Wastewater Treatment Plant, not to exceed One Million, Three Hundred Nineteen Thousand, Five Hundred and Thirteen and No/100 Dollars ($1,319,513.00) and authorizing the Director of Public Works 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 Amended Agreement between the City of Joplin and McClanahan Construction Company to provide constructing services for installing two Tertiary Filters at the Turkey Creek Wastewater Treatment Plant, not to exceed One Million, Three Hundred and Nineteen Thousand, Five Hundred and Thirteen and No/100 Dollars ($1,319,513.00).

Section 2. That the Director of Public Works 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 means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure projects to begin immediately.

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

_____, 2015 by a _____ vote.

ATTEST: _____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the said Facility Improvements and Sewer Rehabilitation Projects Fund No. 415-4542-540-8015 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

Dean A. Willis, P.E., President | Joplin, MO | 417.680.7200

Tabulation of Bids
Turkey Creek WWTF Tertiary Filter Replacement
Joplin, MO
June 24, 2015

Branco Enterprises, Inc. Neosho, MO	$ 1,425,000.-
G and G Construction Co., Inc. Carthage, MO	$ 1,502,832.-
JL Bryson, Inc. Springdale, AR	$ 1,567,457.-
McClanahan Construction Company Rogersville, MO	$ 1,319,513.-
RSCI Boise, ID	$
	$
	$

24 June 2015

JOPLIN WASTEWATER TREATMENT FACILITIES IMPROVEMENTS

(Thru March, 2015)

Turkey Creek WWTF – Phase 1

Funded with SRF/ARRA Program (C295548-01)
Loan = $6,000,000 (less $282,023 transfer to C295548-02)
Grant = $3,000,000

Project included construction of ultraviolet disinfection facilities in order to comply with new disinfection standards; aerobic digesters and sludge storage basins to operate in conjunction with planned sludge dewatering equipment, and to improve operation of the facilities anaerobic digesters; installation of roofs over six existing sludge drying beds to allow for storage of dewatered sludge; renovation of the four existing tertiary filters; construction of waste activated sludge pump station and piping; and conversion of a portion of the potable water system to non-potable to conserve potable water. Sludge hauling equipment was also purchased as a part of this phase. Engineering costs for planning, design and construction phase services for a large portion of the multiple wastewater improvement projects were financed with this SRF/ARRA program.

Contractor – John T. Jones Construction Company	
Construction Contract Costs (Final)	$4,884,287
Overall Engineering Costs (Final)	3,306,384
Sludge Hauling Equipment	465,556
Cost of Issuance (SRF)	61,750
Total (Final)	**$8,717,977**

The construction contract for the Turkey Creek Phase 1 project was executed on January 29, 2010, and the project was completed ahead of schedule in February, 2011.

Turkey Creek WWTF – Phase 2

Funded with SRF Loan (C295548-02)
Loan = $26,000,000 (plus $282,023 transfer from C295548-01)

Project included construction of a sludge handling building with belt filter presses, associated sludge pumping facilities, sludge cake conveying equipment, aerobic digester blowers and air distribution system, gravity sludge thickener, replacement of a headworks screw pump with two submersible pumps, replacement of the mechanical screen at the septage receiving area, installation of peak flow pump variable frequency drives, SCADA system, and related work.

Contractor – McClanahan Construction Co., Inc.	
Construction Contract Cost (Final)	$6,510,836
Cost of Issuance (SRF)	179,500
Total (Final)	**$6,690,336**

The construction contract for the Turkey Creek Phase 2 project was executed on August 26, 2011, and the project was placed into service ahead of schedule in March, 2013.

Shoal Creek WWTF – Phase 1

Funded with SRF Loan (C295548-02)
Loan = $26,000,000 (plus $282,023 transfer from C295548-01)

Project is ongoing, and includes construction of significant facilities needed to increase the WWTP capacity and to improve the treatment capability. New facilities include activated sludge basins with brush rotor aerators operating in conjunction with the existing trickling filter towers; final clarifiers; ultraviolet disinfection facilities; aerobic digesters; gravity sludge thickener; sludge handling building including gravity belt thickener, sludge pumps, and blowers for the aerobic digesters; comminutor replacement; installation of a non-potable water system; and miscellaneous ancillary work.

Contractor – McClanahan Construction Co., Inc.
Current Contract Cost **$16,990,024**

The construction of the Shoal Creek WWTF Phase 2 contract is approximately 90 percent complete. The contract was executed on January 15, 2013, and is anticipated to be complete in May, 2015.

Shoal Creek WWTF – Phase 2

Funded with SRF Watershed Initiative (C295548-03)
Loan = $3,000,000
Grant = $3,000,000

Project includes rehabilitation and replacement of gravity sewers to remove infiltration and inflow from the sanitary sewer system, and also improvements at the Shoal Creek WWTP including the construction of tertiary filtration facilities, installation of standby electric generators, and repair of digester covers.

Bids for these projects were opened on August 5, 2014. Construction of both projects is ongoing. The I/I abatement contract with Rosetta Construction is approximately 60% complete and is anticipated to be completed in June, 2015. The Phase 2 work at the Shoal Creek WWTP started somewhat later than originally anticipated due to regulatory review issues, and is now approximately 10% complete. This project is currently scheduled for completion in November, 2015. The scope of the repairs to the anaerobic digester covers will be determined in mid-2015, at which time a change order will likely be issued to repair or replace the existing covers.

The anticipated cost breakdown for the Shoal Creek WWTF Phase 2 project is as follows:

Contractor WWTP– McClanahan Construction Co., Inc.
Contractor Sewers– Rosetta Construction

Construction Costs	
Sewer Improvements	$ 914,577
WWTF Expansion	3,280,000
Digester Cover Rehab (Est)	300,000
Digester Cover Repl. Contingencies (Est)	500,000
Contingencies	368,731
Engineering Costs	604,000
SRF Closing Costs	32,692
Total	**$6,000,000**

Turkey Creek WWTF – Tertiary Filter Replacement

Funded with unallocated SRF Loan (C295548-02)

Project includes the replacement of two of the existing granular media traveling bridge tertiary filters with AquaDiamond fabric type units. The new filters will provide for an increase in the capacity of the filters to the original 24 mgd design.

The design of the improvements is awaiting regulatory approval. Bidding is planned in April, 2015

The anticipated cost breakdown for the Turkey Creek WWTF Filter Replacement project is as follows:

Contractor – To be determined	
Construction Costs (Estimated)	$1,400,000
Contingencies	115,267
Total	**$1,515,267**

Summary of Costs

SRF C295548-01 (ARRA) Costs		$8,717,977	
SRF C295548-02 Costs			
Turkey Creek WWTF Phase 2		$6,690,336	
Shoal Creek WWTF Phase 1			
Current Contract	$16,990,024		
Contingencies	300,000		
Empire District Electric	44,682		
Engr. Costs to 3/31/2015	314,766		
Engr. Costs Remaining	416,530		
Subtotal		$18,076,420	
Turkey Creek WWTF Filters			
Estimated Construction	$1,400,000		
Contingencies	115,267		
Subtotal		$1,515,267	
SRF C295548-03 (S.R. Initiative) Costs			
Construction	$4,494,577		
Contingencies	368,731		
Dig. Cover Repl. Contingency	500,000		
Engr. Costs to 3/31/2015	363,081		
Engr. Costs Remaining	240,919		
SRF Closing Costs	32,692		
Subtotal		$6,000,000	
Total Project Costs, With Contingencies			**$41,000,000**
Total Project Costs, Without Contingencies			**$39,716,002**

Summary of Financing Sources

SRF C295548-01	
Grant	$3,000,000
Loan	$6,000,000 (less $282,023 transfer to C295548-02)
SRF C295548-02	
Loan	$26,000,000 (plus $282,023 transfer from C295548-01)
SRF C295548-03	
Grant	~~$3,000,000~~ 2,800,000
Loan	~~$3,000,000~~ 3,200,000
Total Financing	**$41,000,000** ($6,000,000 Grant, $35,000,000 Loan)

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 6, 2015
Council Bill No. 2015-138

Item: Agreement for Engineering Consulting Services and a Work Authorization with Allgeier, Martin and Associates, Inc. for the MS4 Stormwater Permitting Assistance Project

Originating Department: Public Works – Engineering

Attachments: 1) Work Authorization
2) Council Bill No. 2015-138

Department Head: Nicholas A. Heatherly 6/30/15
Finance Department: Leslie Haase 6/30/15
City Attorney: Peter Edwards 6/30/15
City Manager: Samuel L Anselm 6/30/15

Recommended Action: Approval of an Agreement for Engineering Consulting Services and a Work Authorization with Allgeier, Martin and Associates, Inc. in the amount of $60,000.00 for professional engineering services for the MS4 Stormwater Permitting Assistance Project.

Background: The Clean Water Act requires small communities (population < 100,000) with Municipal Separate Storm Sewer Systems, also known as MS4s, to obtain a National Pollutant Discharge Elimination System (NPDES) permit to discharge stormwater. These permits are issued by the Missouri Department of Natural Resources as delegated to the State of Missouri by the Environmental Protection Agency (EPA). The permit requires the community to implement specific control measures to minimize pollution of receiving streams by stormwater. Updating current City ordinances and stormwater design criteria are required to comply with the permit conditions. Permit reporting requirements change frequently as a result of the constantly changing regulatory environment. Allgeier, Martin and Associates will assist the City with adopting the required stormwater related ordinances, update the design criteria and assist the City staff in the collection, organization, analysis, and review of data required as part of the annual permitting reporting process.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe Newspaper and on the city's website and received 9 sets of qualifications from consulting firms for this project. City staff ranked the firms and has selected Allgeier, Martin and Associates, Inc. for this project. The consulting fees are within industry standards.

Recommendation: Staff recommends approval of the Agreement for Engineering Consulting Services and Work Authorization with Allgeier, Martin and Associates, Inc. with a not to exceed amount of $60,000.00 for professional engineering services for the MS4 Stormwater Permitting Assistance Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2015- 138 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Allgeier, Martin and Associates to provide professional engineering services for the MS4 Stormwater Permitting Assistance Program, not to Sixty Thousand No/100 Dollars ($60,000.00) and authorizing the Public Works to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement between the City of Joplin and Allgeier, Martin and Associates to provide professional engineering services for the MS4 Stormwater Permitting Assistance Program, not to Sixty Thousand No/100 Dollars ($60,000.00).

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

_____, 2015, by a _____ vote.

ATTEST: Michael L. Siebert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64803	
Attention: Nicholas A. Heatherly, PE, CFM nheather@joplinmo.org		Attention: Michael Atkinson, PE, Vice President	
Department: Public Works Department		Phone: 417-680-7352	Fax: 417-680-7300
Phone: 417-624-0820, Ext 500	Fax: 417-625-4738		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this 29th day of June, 20 15, by the parties identified above.

WITNESSETH:

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

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

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

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

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

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

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

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

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship

with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer:

Allgeier Martin and Associates, Inc.

By: Michael Atkinson

Printed Name: Michael Atkinson, PE

Title: Vice President

Date: June 29, 2015

CITY OF JOPLIN, MISSOURI

By:

Nicholas A. Heatherly, P.E.
Public Works Director

Date:

AFFIDAVIT OF WORK AUTHORIZATION

STATE OF Missouri)

COUNTY OF Jasper)

On this 29th day of June, 20 15, before me appeared Glen R. Davidson, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is Glen R. Davison, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employmeut, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the Executive VP / CFO (Title) of Allgeier, Martin and Associates, Inc. (Business Name) and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection with the contracted services related to General Agreement (Project Number) with the City of Joplin, MO (Funding Recipient). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with the City of Joplin, MO (Funding Recipient), an alien who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Section 285.525 through 285.555, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to 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 the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and 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.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affidavit Signature

Subscribed and sworn to before me this 29 day of June, 20 15.

WANDA DIANE SHELLENBARGER
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: November 15, 2018
Commission Number: 14487906

Notary Public

My Commission expires:

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64803	
Attention: Nicholas A. Heatherly, PE, CFM nheather@joplinmo.org		Attention: Michael Atkinson, PE, Vice President	
Department: Public Works Department		Phone: 417-680-7352	Fax: 417-680-7300
Phone: 417.624.0820, Ext 500	Fax: 417-625-4738	MS4 Program	

WORK AUTHORIZATION NUMBER AMA-MS4-1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

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

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance.** The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-MS4-1 exceed the sum of Sixty Thousand and 00/100 Dollars ($ 60,000).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00 on both a per-claim and an aggregate basis. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Michael Atkinson, PE

Title: Vice President

Date: June 29, 2015

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

EXHIBIT A
TO WORK AUTHORIZATION NUMBER AMA-MS4-1 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, and consultation services as hereinafter stated.

1.1.2 Coordinate the planning, and revision of the OWNER's MS4 Program with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project Summary of Costs and Description is shown in Attachment Number ONE to Exhibit A.

1.1.3.2 Revision of sections of the OWNER's Stormwater Design Criteria as requested by City staff.

1.1.3.3 Review the OWNER's MS4 reporting program and provide general consultation regarding the OWNER's MS4 program, recommendations for ordinances required as by the City's permit, including coordination and meetings with regulatory authorities.

1.1.3.4 Provide general stormwater consultation. This will include recommendations for establishing a rain gauge network for the City.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, and issues.

1.2.3 Evaluate available data for areas in which services are to be completed.

1.2.4 Consult with OWNER's representatives regarding the preferred modifications and solutions.

1.2.5 Prepare preliminary documents consisting of the design criteria revisions and preliminary MS4 documents, and review same with OWNER.

1.2.6. Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that the OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.2.14. Furnish three copies of the above documents and present and review them in person with OWNER.

1.2.15. Submit copies of the related documents to the governmental agencies having jurisdiction over the project for their review and approval.

1.3 Bidding and Construction Phase

There are no bid phase or construction phase services for this work authorization.

1.4 Resident Project Representation.

There are no resident project representation services for this work authorization.

1.5 Environmental Clearance

There are no environmental clearances required for this project.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

2.3 Schedule: The services of the Engineer shall commence as soon as practicable after the execution of this contract. And shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, ENGINEER shall make good faith effort such that all of the services required hereunder for this Work Authorization scope of work shall be completed as required by the city.

2.3.1 The schedule listed in paragraph 2.3 is extremely accelerated and is highly dependent on timely governmental agency reviews and required public notice periods that are part of the services outlined in paragraph 1.5 and the required approval by the OWNER of various documents. The ENGINEER shall complete all work in an expeditious manner but it is recognized that receipt of required approvals and subsequent review timelines associated with the work as part of paragraph 1.5 and various other document approval required by the OWNER are out of the control of the ENGINEER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number Two to Exhibit A: "RATE SCHEDULE 2014-2015-2016"; with a total compensation ceiling of $60,000, as set forth in Work Authorization Number AMA-MS4-1 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Revise Stormwater Design Criteria (Paragraph 1.3)	$20,000
Assist City with MS4 Permitting (Paragraphs 1.1.3.4 and 1.4)	$35,000
Stormwater miscellaneous consultation (Paragraphs 1.1.3.4 and 1.4)	$5,000
Total Estimated Maximum Fee	$60,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1	Rate Schedule
Attachment Number 2	Project Task Schedule
Attachment Number 3	Certificate of Liability Insurance

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2015 - 2016

LABOR RATES

Position	Hourly Billing Rate 01/01/2015 thru 12/31/2015	Hourly Billing Rate 01/01/2016 thru 12/31/2016
Principal/Engineer IV	$180	$185
Principal/Engineer III	$165	$170
Project Manager/Engineer II	$145	$150
Project Manager/Engineer I	$130	$135
Designer/Technician III	$100	$104
Designer/Technician II	$87	$91
Designer/Technician I	$81	$85
Two-Man GPS Survey Crew	$170	$175
One-Man GPS Survey Crew	$130	$135
Three-Man Survey Crew	$187	$195
Two-Man Survey Crew	$145	$150
Registered Land Surveyor II	$155	$160
Registered Land Surveyor I	$135	$140
Survey Party Chief	$81	$85
Survey Crew Member	$66	$69
Right of Way Specialist	$104	$108
Construction Inspector III	$100	$104
Construction Inspector II	$87	$91
Construction Inspector I	$81	$85
Secretary/Word Processor	$66	$69
Print Specialist	$66	$69

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
Travel	$0.56 per mile (or IRS rate)
Subsistence	Actual cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

ATTACHMENT NUMBER TWO

PROJECT TASK SCHEDULE

1. Revise stormwater design criteria, as agreed upon by the consultant and the City.
2. MS4 consultation, approximately 365 days from the notice to proceed.
3. Miscellaneous stormwater consultation as needed, approximately 365 days from the notice to proceed.

ALLGE-1 OP ID: BC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurancenter 2901 Arizona Ave Joplin, MO 64804 J. Scott Brothers	CONTACT NAME: Cristi Becker PHONE (A/C, No, Ext): 800-444-8675 FAX (A/C, No): 417-623-0902 E-MAIL ADDRESS: cbecker@theinsurancenter.com
INSURED Allgeier,Martin & Associates Inc P O Box 2627 Joplin, MO 64803-2627	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Transportation Insurance Co — 20494 INSURER B: American Casualty Company of — 20427 INSURER C: Continental Casualty Company — 20443 INSURER D: — INSURER E: — INSURER F: —

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	X		1063177197	12/08/2014	12/08/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	X		1063177202	12/08/2014	12/08/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X		1062449393	12/08/2014	12/08/2015	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1063177216	12/08/2014	12/08/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab			AEH008212765	10/01/2014	10/01/2015	Per Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Work Authorization Number AMA-MS4-1
G140331D 0113: G15115-A 1089: SCA23500D 1011: G-300660A 0608: G15057C 0605:
G140428A 1001: GSL2231XX 1005: G20472A 1093

CERTIFICATE HOLDER

CITJO01

City of Joplin
602 South Main
Joplin, MO 64801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cristi Becker

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City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 6, 2015
Council Bill No. 2015-139

Item: Amendment No. 1 to Work Authorization #2 with Tran-Systems for Surface Street, Sidewalk, and Curb Assessment & GIS Mapping of the Tornado Zone Project

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Council Bill No. 2015-139

Department Head: Nicholas A. Heatherly 6/30/15
Finance Department: Leslie Haase 6/30/15
~~Interim~~ City Attorney: Peter C. Edwards 6/30/15
~~Interim~~ City Manager: Sam L. Anselm 6/30/15

Recommended Action: Approval of Amendment No. 1 to Work Authorization #2 with Tran Systems in the not to exceed the amount of $139,115.00 for Design and Construction Phase Services for the Surface Street, Sidewalk, Curb & Gutter Repair Projects in the Green Area.

Background: In June of 2014 Council Bill 2014-146 was approved which authorized City staff to add design and construction management services to an existing consulting agreement with TranSystems Engineering. The fee of $580,000.00 was based on an estimated project budget of $3 Million. The actual amount of project budget that TranSystems Engineering has designed and project managed is $3.9 Million. With the increased amount of work TranSystems Engineering has requested an increase in the contract amount based on the actual budget. The increase of $139,115.00 brings the total contract amount up to an industry standard level for design and construction management services of projects with similar levels of complexity scope.

Discussion: City staff was contacted by TranSystems and was asked for an adjustment to the existing contract. City staff reviewed the fees and compared them with similar projects and found that the consulting fees are within industry standards.

Recommendation: It is recommended that amendment no. 1 to Work Authorization #2 with Tran Systems in the not to exceed the amount of $139,115.00 for Design and Construction Phase Services for the Surface Street, Sidewalk, Curb & Gutter Repair Projects in the Green Area be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: TranSystems Corporation Address: 2400 Pershing Rd. Kansas City, Mo	
Attention: Nicholas A. Heatherly, PE,CFM nheather@joplinmo.org		Attention: Shawn Turner, PE sdturner@transystems.com	
Department: Public Works Department		Phone: 816-329-8600	Fax: 816-329-8601
Phone: 417-624-0820, ext 500	Fax: 417-625-4738		

AMENDMENT 1 TO WORK AUTHORIZATION NUMBER 2
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. Services. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. Addition to Services. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

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

4. Costs not to Exceed. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. Payment.

a. **Conditioned upon acceptable performance.** The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Amendment 1 to Authorization Number 2 shall utilize the funds remaining in Work Authorization Number 1 of the sum of One Hundred Thirty Nine Thousand One Hundred and Fifteen Dollars and 00/100 Dollars ($139,115).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the

City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eight-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00 on both a per-claim and an aggregate basis. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

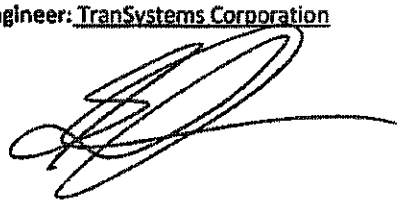
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: TranSystems Corporation



Printed Name: Shawn Turner

Title: Vice President

Date: 6/30/15

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

Exhibit A: Anticipated Scope for Design and Construction Management for Improvements in the Recovery Zone

I. Background

A. Determination of Fee: The scope and quantity of improvements are not currently known in the Green Zone, and are being determined as described in the GIS Evaluation section of this contract. Therefore, the fee's for design and improvement are based on current information available, and may be increased or decreased by mutual agreement in the future to better fit the final scope of work.

II. Determination of Improvements:

A. Review of GIS Evaluation: As previously discussed, the GIS system utilized for evaluations will determine the estimated quantities and costs for improvements to sidewalks, access ramps, curb and gutter and pavement. Available information indicates that approximately $3.9 million is available for construction of transportation improvements in the tornado zone.

B. Approach to Design: It is envisioned that no boundary survey will be required for this project. It is envisioned that the less complex replacements will not require topographic survey. Topographic surveys will only be performed for the most complex improvements.

III. Survey:

A. Topographic Survey: It is envisioned that no boundary survey will be required, and that topographic survey will be required only on the more difficult improvements.

Sidewalks: It is envisioned that no survey will be required for simple curb ramps that will tie to an existing sidewalk that is to remain. Similarly, replacement of dilapidated sidewalk with the same size of sidewalk will not require survey. Topographic survey will be required for new sidewalks where none currently exists, curb ramps tying to new sidewalks, and complex curb ramps.

Curb and Gutter: It is envisioned that spot repair of curb and gutter will not require topographic survey, and that short, straight runs will also not require survey. More complex curb and gutter will require survey.

Pavement: It is anticipated that pavement improvements will generally consist of milling, overlay, and/or micro-seal, and these improvements are not anticipated to

require survey. Other possible improvements, such as gutter crossings, and replacement of intersections with concrete pavement are anticipated to require survey.

IV. Preliminary Design

A. Concept Plans and Cost Estimates: The GIS portal utilized for evaluations and discussed previously will serve as a low level concept for improvements. Further review and discussions with City Staff will occur so that we will prepare an overall concept drawing of improvements in the Green Zone with a targeted construction cost of $3.9 million. This concept drawing will be reviewed with the City prior to initiating preliminary design, and modified as necessary. This concept drawing will be utilized to initially determine areas for topographic survey.

B. Preliminary Design: A topographic survey will be completed of the selected survey areas. Preliminary plans will be prepared that include a preliminary plan view, draft cross sections, and draft details. A cost estimate will be prepared based on the preliminary plans.

V. Final Design

A. Final Design: Based on the above process, it is not anticipated that significant changes will be made to the overall scope of work from Preliminary Design to Final Design. Final Design will incorporate comments from the City and applicable comments from funding agencies. Final Design plans will be prepared in a bid package format.

VI. Contract Documents and Specifications

A. Contract Documents and Specifications: TranSystems will prepare contract documents and specifications for bidding purposes, including a detailed itemization of the bid schedule. TranSystems will provide the City with electronic copies of plans, contract documents and specifications.

VII. Bidding

A. Assistance with Bidding: TranSystems will assist the City in the bidding process, and will answer questions during the bidding process, issue addendums, and attend the

bid opening. TranSystems will analyze the bids and make recommendations for award. TranSystems will assist the City in executing the contract documents, and will organize and attend a Pre-Construction conference.

VIII. Construction Management

A. On-Site Construction Observation: TranSystems will provide on-site observation of construction. TranSystems will provide daily construction observation reports, and oversee periodic materials testing. For the purpose of this fee, an estimated 2,000 hours of inspection time will be provided.

B: Pay Request Processing: TranSystems will process monthly pay requests for the selected contractor(s), and provide a Certificate of Payment to the City with each approved pay request.

C: Construction Engineering: TranSystems will review shop drawings, schedules, and RFI's.

IX. Schedule

A. All work is anticipated to be completed within 90 calendar days from the execution of this amendment.

X. Summary of Fees

A. The summary of fees for this project follows:

a. Original Contract:

i.	Design:	$279,000
ii.	Construction Related Services:	
	1. Field Project Management	$ 48,000
	2. Resident Project Rep.	$210,000
	3. Landowner Negotiations	$ 12,000
	4. Office Project Management	$ 31,000
iii.	Total Original Fees	$580,000

b. This Amendment

i. Design:	$ 67,034
ii. Construction Related Services:	
1. Field Project Management	$ 11,495
2. Resident Project Rep.	$ 50,289
3. Landowner Negotiations	$ 2,874
4. Office Project Management	$ 7,423
iii. Total Fees, this Amendment	$139,115

c. Total Fees

i. Design:	$346,034
ii. Construction Related Services:	
1. Field Project Management	$ 59,495
2. Resident Project Rep.	$260,289
3. Landowner Negotiations	$ 14,874
4. Office Project Management	$ 38,423
iii. Revised Total, all fees	$719,909

ACORD. CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Zurich American Insurance Company	16535
INSURED 9291	TRANSYSTEMS CORPORATION 115 S. 6TH ST., STE B INDEPENDENCE, KS 67301	INSURER B: St Paul Fire and Marine Insurance Company	24767
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES TRASY01 CERTIFICATE NUMBER: 12888285 REVISION NUMBER: XXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	N	GLO3707153	10/1/2013	10/1/2014	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	Y	N	BAP3707150	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	X UMBRELLA LIAB X OCCUR	Y	N	ZUP-11S11550-13-NF	10/1/2013	10/1/2014	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N	WC3707154	10/1/2013	10/1/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: GIS BASED INFRASTRUCTURE EVALUATION. THE CITY OF JOPLIN, MISSOURI IS AN ADDITIONAL INSURED AS RESPECTS GENERAL, AUTO AND EXCESS LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

12888285

CITY OF JOPLIN, MISSOURI
602 S MAIN STREET
JOPLIN MO 64801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ACORD CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER	Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): / FAX (A/C, No):	
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Zurich American Insurance Company	16535
INSURED 7979	TRANSYSTEMS CORPORATION 115 S. 6TH ST., STE B INDEPENDENCE, KS 67301	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES TRASY01 CERTIFICATE NUMBER: 12888286 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			NOT APPLICABLE			☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	PROFESSIONAL LIABILITY	N	N	EOC 9139550	10/1/2013	10/1/2014	$1,000,000 EACH CLAIM & IN ANNUAL AGGREGATE FOR ALL PROJECTS	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: GIS BASED INFRASTRUCTURE EVALUATION

CERTIFICATE HOLDER	CANCELLATION
12888286 CITY OF JOPLIN, MISSOURI 602 S MAIN STREET JOPLIN MO 64801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brad J Foster

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COUNCIL BILL NO. 2015- 139 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Trans Systems to provide professional design and construction management services for the Surface Street, Sidewalk, Curb & Gutter Repair Projects in the Green Area not to exceed the amount of One Hundred Thirty Nine Thousand One Hundred Fifteen and no/ 100 (139,115.00) and authorizing the Public Works to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement between the City of Joplin and Trans Systems to provide professional design and construction management services for the Surface Street, Sidewalk, Curb & Gutter Repair Projects in the Green Area, not to exceed the amount of One Hundred Thirty Nine Thousand One Hundred Fifteen and no/100 ($139,115.00)

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

_____, 2015, by a _____ vote.

ATTEST: Michael L. Siebert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 6, 2015

Item: COUNCIL BILL NO. 2015-359
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2015- 359
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund BW Date: 7-1-15
Planning and Community Development Manager: Troy Bolander T.B Date: 6-30-15
Finance Department: Leslie Haase Date: 6/30/15
City Attorney: Peter C. Edwards Date: 7-1-15
City Manager: Samuel L. Anselm Date: 7/1/15

Recommended Action: Approval of Contract with Wheeler Excavation to board up and secure structure located at 410 S. Wall.

Summary: The above listed address was "tagged" as a dangerous building on July 11, 2014. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On June 5, 2015, an advertisement for bids was published in the Joplin Globe with bids being received on June 10, 2015. At that time bids were received as follows:

Wheeler Excavation	$ 8,970.00
KMC Homes	$ 17,563.00
Four State Homes	$ 24,840.00
Camcor	$ 21,224.96
B & D Yard builders	$ 32,458.00

A Special Tax Bill will be issued after the boarding and securing of structure 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.

Recommendation: City Staff recommends that the contract be awarded to
Wheeler Excavation for the amount of $ 8,970.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2015 – 359 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Wheeler Excavation for the boarding & securing of the structure located at 410 S. Wall. in the City of Joplin, Missouri, for the amount of Eight Thousand nine Hundred seventy and 00/100 Dollar (8,970.00); 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 Wheeler Excavation in the amount of Eight Thousand Nine Hundred Seventy 00/100 Dollars ($8,970.00) is hereby approved for the boarding & securing of the structure located a 410 S. Wall.

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 410 S. Wall and legally described as:

ALL OF LOTS NUMBERED ONE HUNDRED SIXTY THREE (163) AND ONE HUNDRED SIXTY FOUR (164) IN MURPHY'S FIRST ADDITION TO MURPHYSBURG, NOW A PART OF THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEROF

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

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

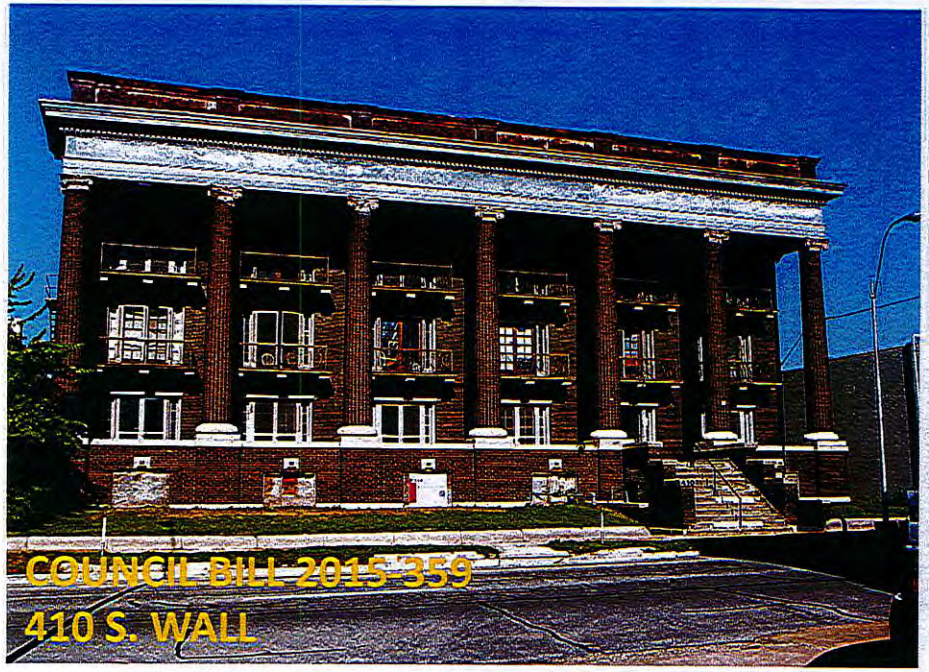
_____, 2015, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

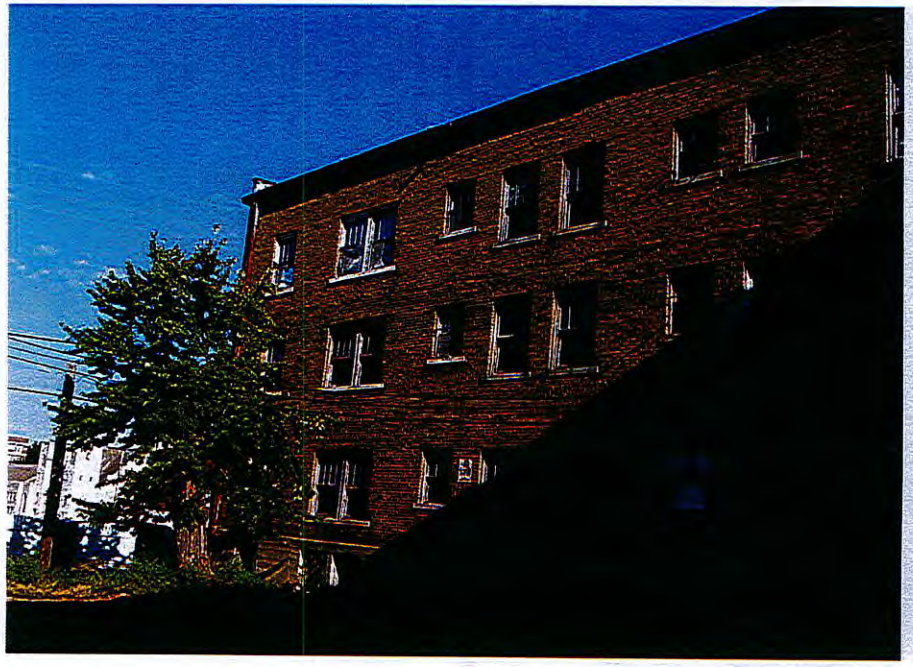
_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM

:_____
Peter C. Edwards, City Attorney


COUNCIL BILL 2015-359
410 S. WALL







CLOSING DATE:	10-Jun-2015	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	410 S. Wall Ave.

COMPANY	BIDS
BJHE	Cancelled bid per phone call with Jeff Oliver
B & D Yardbuilders	$32,458.00
Camcor	$21,224.96
Four State Homes	$24,840.00
KMC Homes	$17,563.00
Wheeler Excavating	$8,970.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 6, 2015

Item: Work Authorization Number Three to the Master Services Agreement With Deloitte & Touche LLP

Originating Department: Planning and Community Development

Attachments: 1) Work Authorization #3
2) Council Bill No. 2015-404

Department Head: Troy Bolander T.B.	Date: 6-30-15
City Attorney: Peter Edwards	Date: 7-1-15
City Manager: Samuel Anselm	Date: 7/1/15
Finance Department: Leslie Haase	Date: 7/1/15

Recommended Action: Approval of Council Bill 2015-404 for the execution of Work Authorization #3 of the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche L.L.P. to provide for planning and administrative activities as they relate to upcoming CDBG-DR projects.

Background: The City of Joplin entered into a consulting agreement with Deloitte & Touch L.L.P. on August 14, 2014 to provide administrative and consulting services for the $113 million second round of Community Development Block Grant – Disaster Recovery funding received by the City. The City of Joplin has submitted to HUD three amendments to the initial action plan in the total amount of $34.0 million for the partial expenditure of the original $113 million.

Discussion: Deloitte lead City staff and City Council in a series of extensive workshops to prepare Project Execution Plans for all previously identified and currently identified projects to obligate the balance of the $113 million over the life of the grant. On June 17, 2015, City Council voted on a list of twelve project priorities. Deloitte is now tasked be scheduling and creating action plans to undertake the projects that were defined. Additional dollars are needed to prepare said plans and schedules, as well as start the planning for specific projects within the new action plans. Planning dollars spent for specific projects will then be reallocated as direct activity costs once each project is approved by HUD and a Release of Funds is received. Budgets for the above have already been included in the initial action plan and subsequent two amendments.

Recommendation: Approve the execution of Work Authorization #3 of the Master Services Agreement for Professional Administrative and Consulting Services with Deloitte & Touche L.L.P. in an amount not to exceed $968,000.00 with an emergency clause.

This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure and public facilities projects to begin immediately.

CITY		CONSULTANT	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Deloitte & Touche LLP Address: 400 West 15th Street, Suite 1700 Austin, Texas 78701	
Attention: Troy Bolander Director, Planning, Development and Neighborhood Services		Attention: Kathryn Schwerdtfeger Partner	
Department: Planning, Development and Neighborhood Services		Phone: 512-691-2333	Fax: 512-480-1333
Phone: 417-624-0820, Ext 510	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER 3
TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES

This Work Authorization dated June 29, 2015incorporates the terms and conditions of the MASTER PROFESSIONAL SERVICES AGREEMENT between Deloitte & Touche LLP ("D&T") and CITY OF JOPLIN (referred to as "City" or the "Client"), dated August 1, 2014 (the "Agreement"), and applies to the performance of consulting services described in Exhibit A (the "Services"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

1. **Services**. The City agrees to engage the services of the Consultant and the Consultant agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The parties may agree to add to the Consultant services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***. All such directives and changes shall be in written form (a "Change Order") and prepared and approved by the City and, once accepted by the Consultant, countersigned by the Consultant. The Consultant shall not be obligated to undertake such changed activities unless and until the mutual execution of a Change Order.

3. **Term**. The services of the Consultant shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed by the date set forth in Section 3 of ***Exhibit A***.

4. **Costs not to Exceed**. The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Consultant providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Consultant shall notify the City if Consultant anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Consultant shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

Client will compensate D&T under the terms in Exhibit A for the Services performed under this Work Authorization.
A) Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Work Authorization Number 3 exceed the sum of $968,000.00.

A) Insurance. Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. It shall be the responsibility of the Consultant to maintain the required insurance coverage at all times during the term of the Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance shall be filed with the City within 24 hours of the time that this contract is signed by the Consultant. The required endorsements shall be provided within forty five days after the applicable policies renew. Consultant shall provide thirty (30) days written notice prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Planning, Development and Neighborhood Services, 602 S. Main, Joplin, MO 64801; and

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

As of January 1, 2014, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Consultant agrees to cause its insurer to include City as an additional insured on such insurance policy, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

e. Notice. The Consultant and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract in the form of current edition ACORD© certificate of insurance forms.

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

7. Additional Terms. The City shall indemnify and hold harmless Consultant, its subsidiaries and subcontractors, and its and their respective personnel from all Claims (as defined in the Agreement) attributable to claims of Wallace Bajjali Development Partners, L.P., its subsidiaries, affiliates, subcontractors, or assignees, or its or their respective personnel relating to the Services or Deliverables, and the limitations of liability in Section 17 of the Agreement will not apply to such obligations of the City.

8. All other terms and conditions of the original Agreement shall remain in effect.

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Consultant: Deloitte & Touche LLP

By: _____

Printed Name: Kathryn Schwerdtfeger

Title: Partner

Date: _____

CITY OF JOPLIN

By: _____
Troy Bolander
Director of Planning, Development and Neighborhood Services

By: _____
Sam Anselm
City Manager

Date: _____

EXHIBIT A - WORK AUTHORIZATION NUMBER 3

1. General:
The Scope of Services identified in this Work Authorization are associated with both the Second Partial Action Plan and Third Partial Action Plan as outlined below.

Second Partial Action Plan
Adopted by the City of Joplin with Resolution No. 2014-017 on September 15, 2014 and submitted to HUD on September 26, 2014. The total funds, as approved by the City of Joplin for obligation is $13,740,000 (Grant No. B-13-MS-29-0001) with a budget breakdown as follows:

Public Services:	$11,700,000
Administration Services:	$510,000 (internal & consultant combined)
Planning Costs:	$1,530,000

Third Partial Action Plan
Adopted by the City of Joplin with Resolution No. 2014-019 on October 20, 2014 and submitted to HUD on October 24, 2014. The total funds, as approved by the City of Joplin for obligation is $10,956,000 (Grant No. B-13-MS-29-0001) with a budget breakdown as follows:

Public Services:	$9,960,000
Administration Services:	$498,000 (internal & consultant combined)
Planning Costs:	$498,000

In accordance with current CDBG-DR requirements, all obligated funds are to be expended within two years of the date of obligation.

2. Definitions:
Program Administration Costs (PACs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR administrative activities.

Planning Costs (PC) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR planning activities.

Activity Delivery Costs (ADCs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR activities. All ADCs are allocable to a CDBG-DR activity, including direct and indirect costs integral to the delivery of the final CDBG-DR-assisted activity. CDBG-DR expenditures for activity delivery costs are not governed by 24 CFR 570.205 and 570.206.

3. Term:

All work tasks under this Work Authorization shall be completed no later than September 11, 2015 unless specifically agreed to in writing by the City of Joplin.

4. Scope of Services for Proposed Work Authorization Number 3:

2.0 CDBG-DR Risk and Compliance Infrastructure and Monitoring		**Deliverables**
2.18 IT Oversight		
	2.18.1 Assist the City to identify opportunities to enhance system functionality to tailor the CDBG-DR fund disbursement, tracking, and reporting requirements	Assistance, as needed
3.0 Program and Portfolio Management		

3.1 Project Cost Validation		
	3.1.1. Review of independent estimates at each project phase (action plan, procurement, design completion, start of construction)	Independent assessments and updates of project cost estimates from City, external vendors
3.3 Project Risk Analysis		
	3.3.1 To support project planning tasks at each project 'stage gate', identification of technical, commercial, finaneial and regulatory risks for probability and likelihood of impact on project performance	Compilation of project-specific risk register, identification of mitigation strategies
3.4 Schedule & Cost Management Software		
	3.4.1 Inputting and managing all project cost and schedule data using industry standard software (MS Project, Primavera, GIS, proprietary cost management tools are proposed)	Action Plan schedule and high level project schedule to include critical tasks and milestones
3.6 Integrated Master Scheduling		
	3.6.1 Development of project schedules covering all key activities from action plan development, capital planning, definition, procurement, design, construction, through to close-out	Development and maintenance of an integrated master schedule that identifies key project and grant activities and milestones
	3.6.2. Development of CDBG-funded program wide infrastructure program schedule	
3.7 Communication Assistance (project definition, outreach)		
	3.7.1 Support City with conducting outreach sessions and sharing of project information to help inform project scope, based upon PEP project definition and communication plans	Assistance with outreach activities required for projects that are, or will be, undergoing a planning process for consensus regarding scope
	3.7.2 Integrating public comment into project definition and planning documents	
4.0 Action Plan Preparation/Amendment		
4.1 Action Plan	4.1.1 Develop 4 Action Plan documents and inputs in line with infrastructure program requirements (cost, schedule, project logistics, etc.)	4 Action Plans
4.2 City Council Approval	4.2.1 Develop documentation in preparation for City Council Approval	Assistance, as needed
4.3 Public Comment	4.3.1 Support City in seeking Public Comment on infrastructure project concepts/schemes; assist in responding to	Assistance, as needed

	queries; consider public input into project planning documents	
4.4 HUD Review of Action Plan	4.4.1 Monitor review by HUD in schedule, assist in follow up	Assistance, as needed
4.5 HUD Approval of Action Plan	4.5.1 Monitor approval by HUD in schedule, assist in follow up	Assistance, as needed
4.6 Grant Agreement	4.6.1 Develop Grant Agreement with City, assist City in gaining necessary approvals	Grant Agreement
4.7 HUD Approval of Grant Agreement	4.7.1 Monitor approval by HUD in schedule, assist in follow up	Assistance, as needed
4.8 Ongoing HUD Reporting, Audit Prep and Support	4.8.1 In response to HUD requests regarding project-specific expenditure or in preparation for HUD visitation, compiling required information and/or providing project cost and schedule information in a standardized format for all infrastructure projects	Assistance, as needed
4.9 Ongoing Compliance Consultation	4.9.1 Ad hoc advise based on regulations and HUD policy guidance	Assistance, as needed
4.12 Required Reporting DRGR (all allowable)	4.12 Assist the City in developing DRGR system reporting requirements, policies, and procedures. Structure project information in a format to upload to DRGR. Perform quarterly DRGR system reporting	Assistance with DRGR reporting
4.13 Training / Outreach Support for Grant Recipients	4.13 Provide Trainings and Outreach support to grant recipients, partners, and City Staff aligned with the projects identified in the Joplin CDBG-DR Round II Action Plan	Outreach assistance, as needed
6.0 Environmental Review (NEPA)		
6.1 Define project scope	6.1.1 Aggregate geographically or functionally related activities	Environmental Review Report
6.2 Determine Level of Review	6.2.4 Determine if Environmental Assessment ("EA") is required	
6.3 Identify and evaluate alternatives	6.3.1 Procure, manage and monitor performance of project specific EA	
6.4 Minimize adverse impacts	6.4.1 Discuss options with City for minimizing impacts, incorporate into project definition documents once approved. Consider impacts to existing design.	
6.5 Complete compliance documentation	6.5.1 Complete documentation as required for CFR 58.5 compliance	
6.6 Prepare Notifications and Correspondences	6.6.1 Prepare public and agency correspondences (e.g. Finding of No Significant Impact "FONSI") as requested by the City	
	6.6.2 Prepare official notices (e.g. Notice of Intent to Request Release of Funds "NOI/RROF") as requested by the City.	
6.7 Compile project records and perform QA/QC	6.7.1 Compile correspondences, compliance documentation, supporting attachments, and	

	other files relevant to the environmental review for City records.	

In addition, we also further explored the guidance regarding costs that are attributable to projects (referred to by HUD as 'Activity Dependent Costs'). Attached is a snapshot of costs estimated for Work Authorization Number 3 which we anticipate can be classified as ADC/project-specific costs or program administration costs.

We reviewed our classification assumptions against both CPD 13-07 and HUD guidance under "Basically CDBG" (Ch. 11 Financial Management) which are in agreement with respect to the classification of costs as ADC/project-specific. The majority of the tasks we propose under this 'Work Authorization 3' we anticipate will be ADC/Project-specific. We anticipate that time incurred in preparing non-project specific deliverables would be allocated as an administrative cost (for example, any project information that was to be included in a report to HUD, City Council updates, etc.) In addition, it might be that procurement activities – which are currently noted as administrative costs in our table above – could also be eligible as ADC/project-specific costs. Referencing CPD 13-07, costs initially identified as Program Administration - but shown as part of the project implementation and identified with a final cost objective - may be able to be reclassified as ADC/project-specific costs. The City should consider proceeding with keeping these costs under Program Administration until these projects move towards construction, at which time they may be able to be converted to ADC/project-specific costs as well.

5. BUDGET

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: June 22, 2015 END: December 31, 2016

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	VALUE	TOTAL PROJECT
25	Activity Delivery Costs (ADC)/Project-specific Costs		$0.00
	Planning Costs		$830,000.00
	Program Administration Costs		$50,000.00
	Total Travel Costs		$88,000.00
26	GRAND TOTAL		$968,000.00

6. Payment /Fee Schedule:

In the event Consultant is asked to undertake certain activities which constitute ADC tasks, we will identify these activities for the City and request permission to bill these costs separately, outside of the program administration costs budget. The Consultant hourly rate schedule *(see below)* will apply for all tasks under this Work Authorization. These rates are effective until December 31, 2015.

Our per-hour billing rates are provided below.

Role	Hourly Rate
Partner, Principal, Director	$242
Program/Senior Manager	$215
Manager	$189
Senior Staff	$161
Junior Staff	$136
4J Functional Lead	$125

The City will compensate Consultant for the services performed and expenses incurred through the term or effective date of any termination of this Work Authorization.

A. Consultant will bill on a time and expense basis, with our fees determined by the tasks required and tbe related time spent. Consultant shall invoice the City one time per month unless more frequent invoicing is requested by the City and all invoices will include necessary supporting documentation as defined below. Consultant will be paid within tbirty (30) days of the submission of its invoice.

B. If the City does not pay invoiced amounts within sixty (60) days of receipt, D&T may suspend or termination the Services upon five (5) days written notice if payment is not received within such period. The City shall be responsible for taxes, if any, imposed on the Services or on this engagement, other than taxes imposed by employment withholding for D&T's personnel or on D&T's income or property.

   Each Invoice must detail, at minimum, all of the following:
   - The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required are attached to the invoice).
   - The amount separated by Activity Delivery Costs and Program Administration Costs. [Note: Consultant will request additional reimbursement for those activities the City agrees that are Activity Delivery Costs beyond the Program Administration Costs paid through this contract.]
   - The amount reimbursed by Grant Budget line-item to date.
   - The total amount reimbursed under the Grant Contract to date.
   - The total amount requested (all line-items) for the Invoice Period.

C. Budget Line-items:
   - Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
   - Consultant may vary from a Grant Budget line-item amount of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget.
   - Any increase in the Grant Budget, grand total amounts shall require an amendment of the Partial Action Plan in accordance with all applicable CDBG-DR policies and requirements.

APPENDIX A: ACTION PLAN V. WORK AUTHORIZATION PLANNING COSTS

Obligation	Obligated Value
Round 2 PAP 1	$1,530,000
Round 2 PAP 2	$498,000
Total Planning Obligation	**$2,028,000**
Work Authorization #1	$0.00
Work Authorization #1 CO #1	$0.00
Work Authorization #2	$740,046
Work Authorization #2 CO #1	($310,000)
Total Planning in WAs	**$430,046**
Remaining Planning Dollars	**$1,957,954**
Work Authorization #3 Request	$968,000.00

AGREED AND ACCEPTED:

DATE: _____

Deloitte & Touche LLP

BY: _____

NAME: Kathryn Schwerdtfeger
TITLE: Partner

City of Joplin

BY: _____

NAME: Troy Bolander
TITLE: Director of Planning, Development and Neighborhood Services

COUNCIL BILL NO. 2015-404 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin execute Work Authorization Number 3 to the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche L.L.P. to provide planning and administrative activities, not to exceed Nine Hundred Sixty Eight Thousand Dollars ($968,000.00) and authorizing the Director of Planning, Development and Neighborhood Services 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 execute Work Authorization Number 3 to the Master Services Agreement for Professional Administrative Consulting Services between the City of Joplin and Deloitte & Touche L.L.P. to provide planning and administrative activities, not to exceed not to exceed Nine Hundred Sixty Eight Thousand Dollars ($968,000.00).

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

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure and public facilities projects to begin immediately.

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

_____, 2015, by a _____ vote.

ATTEST: _____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JULY 6, 2015

ITEM: COUNCIL BILL NO. 2015-456

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: PARTICIPATION AGREEMENT FOR STATE INVESTMENT IN LOCAL PUBLIC HEALTH SERVICES; COUNCIL BILL

Health Director: Dan Pekarek 6/30/15
Finance Director: Leslie Haase 6/30/15
City Attorney: Peter Edwards 6/30/15
City Manager: Sam Anselm 6/30/15

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

DISCUSSION:
The Participation Agreement has traditionally provided limited state general revenue funding to Local Public Health Agencies (LPHA) in the state to help offset costs to provide what are considered to be the most essential public health services in a community including disease prevention activities, promotion of healthy lifestyles, and response to disasters impacting community health.

The companion MOU outlines the process for participation in the CHIP H.S.I. project. The CHIP H.S.I. project is an initiative whereby LPHA's are now submitting qualifying expenditures in certain program areas to the DHSS who then submits them for federal reimbursement. Currently, in the city health department, certain child immunization program costs may be eligible for these reimbursements.

The period for the agreements is June 1, 2015 through May 31, 2018 and the total anticipated reimbursement from these agreements in the first year of the 3 year agreement is $91,686.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2015-456 ORDINANCE NO.

AN ORDINANCE authorizing a Participation Agreement For State Investment In Local Public Health Agencies and a Memorandum of Understanding for participation in the Children's Health Insurance Program (CHIP) Health Services Initiatives (H.S.I.) project, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, and for the City of Joplin Health Department to receive compensation, for up to Ninety-One Thousand, Six Hundred Eighty-Six Dollars, no Cents, ($91,686.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 6th day of July, 2015, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Pekarek, Dan

From: Dan Pekarek <pekard@lpha.mopublic.org>
Sent: Friday, June 12, 2015 1:24 PM
To: Pekarek, Dan
Subject: FW: DHSS/CLPHS: REVISED EMAIL FOR SUBMISSION OF PARTICIPATION AGREEMENT & MOU

From: Reed, Sheila [mailto:Sheila.Reed@health.mo.gov]
Sent: Friday, June 12, 2015 12:26 PM
To: DHSS.LPHA Administrator List
Cc: Anderson, Jo; Harrison, Jennifer
Subject: DHSS/CLPHS: REVISED EMAIL FOR SUBMISSION OF PARTICIPATION AGREEMENT & MOU

We were notified today that the email account to submit the FY2016 Participation Agreement and Memorandum of Understanding (MOU) for the Children's Health Insurance Program (CHIP) has changed to:

Procurement.Unit@health.mo.gov

The Participation Agreement and MOU can also be faxed to: **573-522-9052** or mailed to:

Missouri Department of Health & Senior Services
Division of Administration, Procurement Unit
PO Box 570
Jefferson City, MO 65102-0570

Please contact me at 573-751-2889 or email me if you had emailed your documents and would like me to verify they were received. Thank you.

Sheila Reed
Missouri Department of Health and Senior Services, Center for Local Public Health Services
920 Wildwood P.O. Box 570 Jefferson City, MO 65102
Phone - (573) 751-2889; Fax - (573) 751-5350
This email is from the Missouri Department of Health and Senior Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: sheila.reed@health.mo.gov or by calling 573-751-2889. Thank you.
Public Health: Better Health. Better Missouri.

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired 1-800-735-2966 VOICE 1-800-735-2466

Gail Vasterling
Director

Jeremiah W. (Jay) Nixon
Governor

Dear Contractor:

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

1. Review and sign the front page of the contract;
2. Complete and sign Exhibit 1 (Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization); and
3. Return the contract to:

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

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

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

Enclosures

RECEIVED
JUN 08 2015

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired 1-800-735-2966 VOICE 1-800-735-2466

Gail Vasterling
Director

Jeremiah W. (Jay) Nixon
Governor

The following information should be directed to your Chief Financial Officer:

The Department of Health and Senior Services (DHSS) requires financial assistance contractor/providers to complete the Business Management Assessment (BMA) form each year. The information provided in the BMA and recent audit reports is used to evaluate contractor/provider financial management systems to determine what special terms and conditions, if any, need to be included in the agreement. Factors assessed include, but are not limited to: the contractor/provider's history of managing federal funds, financial stability, management systems, and their ability to carry out program objectives.

If you have not yet completed the Business Management Assessment (BMA) form for this calendar year, please go to http://health.mo.gov/atoz/bma/index.php to **complete and submit the information within 15 calendar days**.

After you have submitted your information, you can print a hard copy to keep for your records. A confirmation number will be provided, which you should note in case there are questions regarding your submission. **Keep in mind the form is completed only once per year for each federal taxpayer identification number (nine digit number).**

Please note there is not a **Save** feature for the online BMA form. Once you start entering information into the online BMA form, it must be completed. If you have to close out and come back at a later time/date you will have to start the process all over again. Information needed to complete the process:

1. your federal taxpayer ID#;
2. access to any written policies and procedures; and,
3. a copy of your most recently completed audit.

If you have not already submitted a copy of your latest completed audit, a copy should be sent:

- via the preferred method, email, to Monitoring@health.mo.gov (many CPA firms already have it in electronic format if requested);
- or by fax to 573-526-6049;
- or by regular mail to:
  ATTN: Audit Review
  Department of Health & Senior Services
  Division of Administration
  PO Box 570
  Jefferson City, MO 65102-0570

NOTE: Failure to submit an annual BMA form and your most recent audit may result in your being deemed a high-risk provider. For questions concerning the BMA form, or if you do not have access to the internet, please call 573-751-6104 for assistance.

Updated 5/2015

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PARTICIPATION AGREEMENT FOR STATE INVESTMENT IN LOCAL PUBLIC HEALTH SERVICES

TRACKING NO.
41655
AGREEMENT NO.

ROVIDER NAME	FEDERAL TAXPAYER ID NO.	
Joplin City Health Department	4460001960 6	
PROVIDER ADDRESS	DUNS NO	
321 East 4th Street, Joplin, MO 64801	010649846	
AGREEMENT PERIOD	FUNDING SOURCE	
June 1, 2015 – May 31, 2018	STATE 100%	FEDERAL 0%

1. This agreement is entered into by and between the State of Missouri, Department of Health and Senior Services (DHSS) and the above named local public health agency (LPHA) in order to provide an investment of state resources in the LPHA to support the delivery of public health services essential to the prevention of disease, promotion of healthy families, lifestyles and environments, and for protection from disease and disaster through an integrated and cooperative public health system in Missouri.

1.1 The authority of the LPHA to perform public health services derives directly from this agreement entered into between the LPHA and DHSS and the Missouri Revised Statute 192.290.

2. This agreement shall consist of this form, the attached Exhibit 1 – Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization; and the attached Terms and Conditions document which are incorporated herein by reference.

3. The DHSS shall support the LPHA in the delivery of public health services by the following:

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

a. The investment includes federal reimbursements of qualifying LPHA expenditures through the Children's Health Insurance Program (CHIP), Health Services Initiative (H.S.I.).
b. The investment is subject to the annual appropriated amount available to the DHSS for state investment in local public health services.
c. The amount available to the LPHA is posted at http://clphs.health.mo.gov/LPHS/ under State Investment In Local Public Health Services-State and Children's Health Insurance Program (CHIP), Health Services Initiative (H.S.I.).
d. The DHSS will notify the LPHA in writing when the amount available changes during the agreement period.

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

a. The reporting system will also assist with the identification of cases for implementation of control measures identified in 19 CSR 20-20.040.
b. The reporting system will provide health information, if populated, on specific risk-factors associated with disease transmission.

3.3 Provide, at the LPHA's request, on-site technical assistance and evaluation of communicable disease control activities.

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

3.5 Provide opportunities for funding and technical assistance related to the DHSS public health priorities, including but not limited to:

a. Chronic Disease Control and Prevention,
b. Maternal and Child Health Promotion, and
c. Public Health Emergency Preparedness.

3.6 Provide staff and technical assistance as available, at the request of the LPHA in response to:

a. communicable disease outbreaks,
b. food borne outbreaks,
c. environmental contamination situations or events, e.g., adulterated foods, sewage releases, hazardous waste releases, etc.,
d. public health assessments,
e. community meetings or planning processes,
f. public health emergency events, or
g. shortages of local manpower or resources to address applicable communities' public health needs.

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

a. The LPHA may, at their discretion, provide feedback to the DHSS regarding the inclusion or exclusion of data elements used as performance measures.
b. The LPHA may, at their discretion, advise the DHSS regarding local determinants that impact the data elements used as performance measures.

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

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

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

a. Principles of Epidemiology,
b. Health Assessment Training (HAT),
c. Epi Ready Training,
d. WebSurv Application Training,
e. Annual District Communicable Disease Update Meetings,
f. Annual Regional TB In-services, and
g. TB Orientation Training

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

a. Environmental Health Fundamentals,
b. Lodging Safety and Sanitation,
c. Food Safety (Retail),
d. Food Safety (Manufacturing),
e. Environmental Child Care,
f. Onsite Wastewater Treatment,
g. Drinking Water,
h. Emergency Response,
i. General Environmental Health, and
j. Annual Environmental Health District Meetings.

3.11 Provide, at the LPHA's request, on-site technical assistance and evaluation of environmental public health activities.

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

4. The LPHA shall support the DHSS in the delivery of public health services by the following:

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

a. Submit a Financial Report within 60 days of the end of the LPHA's fiscal year end following the execution of this agreement and every other year thereafter. The electronic report can be found at the following web link http://health.mo.gov/living/lpha/forms.php.
b. Submit in electronic format, the Infrastructure and Practices Survey by December 31 of the year following the Financial Report and every other year thereafter. A web link to the electronic survey will be issued by the DHSS.

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

4.3 Collaborate with the DHSS to identify gaps and resource needs within the local public health capacity to guide joint planning and future DHSS investments.

4.4 Provide local public health services guided by standards identified within the DHSS reference and training materials, including:

a. the Communicable Disease Investigation Reference Manual,
b. the Environmental Health Operational Guidelines,
c. the Public Health Nursing Manual, and
d. state and national public health accreditation standards.

4.5 Request from the DHSS any support, including staff and technical assistance, the LPHA deems necessary to respond to:

a. communicable disease outbreaks,
b. food borne outbreaks,
c. environmental contamination situations or events, (e.g., adulterated foods, sewage releases, hazardous waste releases, etc.),
d. public health assessments,
e. community meetings or planning processes,
f. public health emergency events, or
g. shortages of local manpower or resources to address applicable communities' public health needs.

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

a. The LPHA must indicate invoicing preference upon signing of agreement in the area provided below.
b. If invoicing quarterly, the DH-38 form is due by July 15th, September 15th, December 15th, and March 15th, of the budget period. Advance payment for services is allowable under this option.
c. If invoicing monthly, the DH-38 form must be submitted by the 15th of each month beginning July 15, 2015 and the May invoice submitted no later than June 3rd of the budget period.

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

5. General Conditions:

5.1 Pursuant to section 285.530, RSMo, if the LPHA meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), the LPHA must affirm the LPHA'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 LPHA 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.

5.2 If the LPHA meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the LPHA 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 LPHA'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 LPHA 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.

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

5.4 Either party may terminate this agreement with or without cause by providing a thirty (30) day written notice to the other party.

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

Preferred Invoicing Schedule (please check one)

☐ **Quarterly Invoicing** ☐ **Monthly Invoicing**

AUTHORIZED PROVIDER SIGNATURE	MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
PRINTED NAME / TITLE:	PRINTED NAME / TITLE: Director or Designee, Division of Administration
DATE:	DATE:

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 State Investment In Local Public Health Services and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

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

_____ _____
Company Name (if applicable) Date

EXHIBIT 1, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

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

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

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

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

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

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

Signature of Notary	*Date*

EXHIBIT 1, continued

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

BOX C - AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

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

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

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.

Revised 01/26/12
DHSS updates 5/27/15

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.

15. AMENDMENTS

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

16. MONITORING

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

17. DOCUMENT RETENTION

a. The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
b. The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
c. If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.
d. If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
e. The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

18. CONFIDENTIALITY

a. The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
b. The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

19. LIABILITY

a. The relationship of the Contractor to the Department shall be that of an independent Contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
b. The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

a. If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
b. If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

21. AUTHORIZED PERSONNEL

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

MEMORANDUM OF UNDERSTANDING (MOU)

1. Purpose

1.1 This agreement is entered into between the Missouri Department of Health and Senior Services, hereafter referred to as "Department" and the Joplin City Health Department, hereafter referred to as "LPHA". The agreement shall be effective June 1, 2015 through May 31, 2018 in conjunction with the Participation Agreement for State Investment in Local Public Health Services.

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

1.2.1 *Immunization programs*
LPHAs provide a vital role in immunizing our children and promoting immunization among hard to reach families and communities. Immunization program costs are operational (staff related) costs only. The vaccines costs for CHIP 2 are funded through the Vaccines for Children (VFC) program, therefore the costs of the vaccines are not included in the CHIP claiming. The immunization program costs claimed under CHIP are net of revenue obtained from billing Medicaid and other insurers for administrative costs.

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

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

1.2.4 *School health programs*
LPHAs provide health related services in schools and pre-schools including health education, screenings, maintenance of health records, basic nursing services and referrals, as needed, to other health care providers. These services are distinct and different from the services provided in schools as part of special education services authorized under the Individuals with Disabilities Education Act (IDEA).

2. Process

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

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

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

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

3.0 Federal Requirements

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

3.2 Since this agreement involves the use of federal funds, the Department has determined that this agreement is subrecipient in nature as defined in 2 CFR § 200.330. The signature of the LPHA's authorized representative indicates compliance with the Certifications contained in Attachment A and the special conditions contained in Attachment B as attached hereto and incorporated by reference as if fully set forth herein.

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

4.0 Confidentiality

4.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

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

5.0 Amendments

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

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

6.0 Monitoring

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

7.0 Documentation

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

8.0 Termination

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

_____

LPHA Date
Authorized Signature

_____

Department of Health and Senior Services Date
Authorized Signature

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

2.3.2 Collecting a certification from that person; or

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations.

CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

CERTIFICATIONS AND SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged,

demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

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

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

8. CLEAN AIR ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

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

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

1.3 The Contractor shall send a copy of any audit report to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year if applicable. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

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

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

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

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

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

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

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

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

1.12 Equipment

SUBRECIPIENT SPECIAL CONDITIONS

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

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

1. Business Associate Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3 Obligations and Activities of the Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

disability code) and whether the incident involved Unsecured Protected Health Information; and

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

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

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

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

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

1.4 Obligations of the State Agency:

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

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

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

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

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

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

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

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JULY 6, 2015

ITEM: COUNCIL BILL NO. 2015-456

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: PARTICIPATION AGREEMENT FOR STATE INVESTMENT IN LOCAL PUBLIC HEALTH SERVICES; COUNCIL BILL

Health Director: Dan Pekarek 6/30/15
Finance Director: Leslie Haase 6/30/15
City Attorney: Peter Edwards 6/30/15
City Manager: Sam Anselm 6/30/15

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

DISCUSSION:
The Participation Agreement has traditionally provided limited state general revenue funding to Local Public Health Agencies (LPHA) in the state to help offset costs to provide what are considered to be the most essential public health services in a community including disease prevention activities, promotion of healthy lifestyles, and response to disasters impacting community health.

The companion MOU outlines the process for participation in the CHIP H.S.I. project. The CHIP H.S.I. project is an initiative whereby LPHA's are now submitting qualifying expenditures in certain program areas to the DHSS who then submits them for federal reimbursement. Currently, in the city health department, certain child immunization program costs may be eligible for these reimbursements.

The period for the agreements is June 1, 2015 through May 31, 2018 and the total anticipated reimbursement from these agreements in the first year of the 3 year agreement is $91,686.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2015-456 ORDINANCE NO.

AN ORDINANCE authorizing a Participation Agreement For State Investment In Local Public Health Agencies and a Memorandum of Understanding for participation in the Children's Health Insurance Program (CHIP) Health Services Initiatives (H.S.I.) project, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, and for the City of Joplin Health Department to receive compensation, for up to Ninety-One Thousand, Six Hundred Eighty-Six Dollars, no Cents, ($91,686.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 6th day of July, 2015, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Pekarek, Dan

From: Dan Pekarek <pekard@lpha.mopublic.org>
Sent: Friday, June 12, 2015 1:24 PM
To: Pekarek, Dan
Subject: FW: DHSS/CLPHS: REVISED EMAIL FOR SUBMISSION OF PARTICIPATION AGREEMENT & MOU

From: Reed, Sheila [mailto:Sheila.Reed@health.mo.gov]
Sent: Friday, June 12, 2015 12:26 PM
To: DHSS.LPHA Administrator List
Cc: Anderson, Jo; Harrison, Jennifer
Subject: DHSS/CLPHS: REVISED EMAIL FOR SUBMISSION OF PARTICIPATION AGREEMENT & MOU

We were notified today that the email account to submit the FY2016 Participation Agreement and Memorandum of Understanding (MOU) for the Children's Health Insurance Program (CHIP) has changed to:

Procurement.Unit@health.mo.gov

The Participation Agreement and MOU can also be faxed to: **573-522-9052** or mailed to:

Missouri Department of Health & Senior Services
Division of Administration, Procurement Unit
PO Box 570
Jefferson City, MO 65102-0570

Please contact me at 573-751-2889 or email me if you had emailed your documents and would like me to verify they were received. Thank you.

Sheila Reed
Missouri Department of Health and Senior Services, Center for Local Public Health Services
920 Wildwood P.O. Box 570 Jefferson City, MO 65102
Phone - (573) 751-2889; Fax - (573) 751-5350
This email is from the Missouri Department of Health and Senior Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: sheila.reed@health.mo.gov or by calling 573-751-2889. Thank you.
Public Health: Better Health. Better Missouri.

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired 1-800-735-2966 VOICE 1-800-735-2466

Gail Vasterling
Director

Jeremiah W. (Jay) Nixon
Governor

Dear Contractor:

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

1. Review and sign the front page of the contract;
2. Complete and sign Exhibit 1 (Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization); and
3. Return the contract to:

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

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

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

Enclosures

RECEIVED
JUN 08 2015

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired 1-800-735-2966 VOICE 1-800-735-2466

Gail Vasterling
Director

Jeremiah W. (Jay) Nixon
Governor

The following information should be directed to your Chief Financial Officer:

The Department of Health and Senior Services (DHSS) requires financial assistance contractor/providers to complete the Business Management Assessment (BMA) form each year. The information provided in the BMA and recent audit reports is used to evaluate contractor/provider financial management systems to determine what special terms and conditions, if any, need to be included in the agreement. Factors assessed include, but are not limited to: the contractor/provider's history of managing federal funds, financial stability, management systems, and their ability to carry out program objectives.

If you have not yet completed the Business Management Assessment (BMA) form for this calendar year, please go to http://health.mo.gov/atoz/bma/index.php to **complete and submit the information within 15 calendar days**.

After you have submitted your information, you can print a hard copy to keep for your records. A confirmation number will be provided, which you should note in case there are questions regarding your submission. **Keep in mind the form is completed only once per year for each federal taxpayer identification nnmber (nine digit number).**

Please note there is not a **Save** feature for the online BMA form. Once you start entering information into the online BMA form, it must be completed. If you have to close out and come back at a later time/date you will have to start the process all over again. Information needed to complete the process:

1. your federal taxpayer ID#;
2. access to any written policies and procedures; and,
3. a copy of your most recently completed audit.

If you have not already submitted a copy of your latest completed audit, a copy should be sent:

- via the preferred method, email, to Monitoring@health.mo.gov (many CPA firms already have it in electronic format if requested);
- or by fax to 573-526-6049;
- or by regular mail to:
  ATTN: Audit Review
  Department of Health & Senior Services
  Division of Administration
  PO Box 570
  Jefferson City, MO 65102-0570

NOTE: Failure to submit an annual BMA form and your most recent audit may result in your being deemed a high-risk provider. For questions concerning the BMA form, or if you do not have access to the internet, please call 573-751-6104 for assistance.

Updated 5/2015

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PARTICIPATION AGREEMENT FOR STATE INVESTMENT IN LOCAL PUBLIC HEALTH SERVICES

TRACKING NO.
41655
AGREEMENT NO.

ROVIDER NAME	FEDERAL TAXPAYER ID NO.	
Joplin City Health Department	4460001960 6	
PROVIDER ADDRESS	DUNS NO	
321 East 4th Street, Joplin, MO 64801	010649846	
AGREEMENT PERIOD	FUNDING SOURCE	
June 1, 2015 – May 31, 2018	STATE 100%	FEDERAL 0%

1. This agreement is entered into by and between the State of Missouri, Department of Health and Senior Services (DHSS) and the above named local public health agency (LPHA) in order to provide an investment of state resources in the LPHA to support the delivery of public health services essential to the prevention of disease, promotion of healthy families, lifestyles and environments, and for protection from disease and disaster through an integrated and cooperative public health system in Missouri.

1.1 The authority of the LPHA to perform public health services derives directly from this agreement entered into between the LPHA and DHSS and the Missouri Revised Statute 192.290.

2. This agreement shall consist of this form, the attached Exhibit 1 – Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization; and the attached Terms and Conditions document which are incorporated herein by reference.

3. The DHSS shall support the LPHA in the delivery of public health services by the following:

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

a. The investment includes federal reimbursements of qualifying LPHA expenditures through the Children's Health Insurance Program (CHIP), Health Services Initiative (H.S.I.).
b. The investment is subject to the annual appropriated amount available to the DHSS for state investment in local public health services.
c. The amount available to the LPHA is posted at http://clphs.health.mo.gov/LPHS/ under State Investment In Local Public Health Services-State and Children's Health Insurance Program (CHIP), Health Services Initiative (H.S.I.).
d. The DHSS will notify the LPHA in writing when the amount available changes during the agreement period.

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

a. The reporting system will also assist with the identification of cases for implementation of control measures identified in 19 CSR 20-20.040.
b. The reporting system will provide health information, if populated, on specific risk-factors associated with disease transmission.

3.3 Provide, at the LPHA's request, on-site technical assistance and evaluation of communicable disease control activities.

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

3.5 Provide opportunities for funding and technical assistance related to the DHSS public health priorities, including but not limited to:

a. Chronic Disease Control and Prevention,
b. Maternal and Child Health Promotion, and
c. Public Health Emergency Preparedness.

3.6 Provide staff and technical assistance as available, at the request of the LPHA in response to:

a. communicable disease outbreaks,
b. food borne outbreaks,
c. environmental contamination situations or events, e.g., adulterated foods, sewage releases, hazardous waste releases, etc.,
d. public health assessments,
e. community meetings or planning processes,
f. public health emergency events, or
g. shortages of local manpower or resources to address applicable communities' public health needs.

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

a. The LPHA may, at their discretion, provide feedback to the DHSS regarding the inclusion or exclusion of data elements used as performance measures.
b. The LPHA may, at their discretion, advise the DHSS regarding local determinants that impact the data elements used as performance measures.

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

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

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

a. Principles of Epidemiology,
b. Health Assessment Training (HAT),
c. Epi Ready Training,
d. WebSurv Application Training,
e. Annual District Communicable Disease Update Meetings,
f. Annual Regional TB In-services, and
g. TB Orientation Training

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

a. Environmental Health Fundamentals,
b. Lodging Safety and Sanitation,
c. Food Safety (Retail),
d. Food Safety (Manufacturing),
e. Environmental Child Care,
f. Onsite Wastewater Treatment,
g. Drinking Water,
h. Emergency Response,
i. General Environmental Health, and
j. Annual Environmental Health District Meetings.

3.11 Provide, at the LPHA's request, on-site technical assistance and evaluation of environmental public health activities.

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

4. The LPHA shall support the DHSS in the delivery of public health services by the following:

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

a. Submit a Financial Report within 60 days of the end of the LPHA's fiscal year end following the execution of this agreement and every other year thereafter. The electronic report can be found at the following web link http://health.mo.gov/living/lpha/forms.php.
b. Submit in electronic format, the Infrastructure and Practices Survey by December 31 of the year following the Financial Report and every other year thereafter. A web link to the electronic survey will be issued by the DHSS.

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

4.3 Collaborate with the DHSS to identify gaps and resource needs within the local public health capacity to guide joint planning and future DHSS investments.

4.4 Provide local public health services guided by standards identified within the DHSS reference and training materials, including:

a. the Communicable Disease Investigation Reference Manual,
b. the Environmental Health Operational Guidelines,
c. the Public Health Nursing Manual, and
d. state and national public health accreditation standards.

4.5 Request from the DHSS any support, including staff and technical assistance, the LPHA deems necessary to respond to:

a. communicable disease outbreaks,
b. food borne outbreaks,
c. environmental contamination situations or events, (e.g., adulterated foods, sewage releases, hazardous waste releases, etc.),
d. public health assessments,
e. community meetings or planning processes,
f. public health emergency events, or
g. shortages of local manpower or resources to address applicable communities' public health needs.

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

a. The LPHA must indicate invoicing preference upon signing of agreement in the area provided below.
b. If invoicing quarterly, the DH-38 form is due by July 15th, September 15th, December 15th, and March 15th, of the budget period. Advance payment for services is allowable under this option.
c. If invoicing monthly, the DH-38 form must be submitted by the 15th of each month beginning July 15, 2015 and the May invoice submitted no later than June 3rd of the budget period.

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

5. General Conditions:

5.1 Pursuant to section 285.530, RSMo, if the LPHA meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), the LPHA must affirm the LPHA'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 LPHA 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.

5.2 If the LPHA meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the LPHA 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 LPHA'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 LPHA 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.

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

5.4 Either party may terminate this agreement with or without cause by providing a thirty (30) day written notice to the other party.

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

Preferred Invoicing Schedule (please check one)

☐ **Quarterly Invoicing** ☐ **Monthly Invoicing**

AUTHORIZED PROVIDER SIGNATURE	MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
PRINTED NAME / TITLE:	PRINTED NAME / TITLE: Director or Designee, Division of Administration
DATE:	DATE:

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 State Investment In Local Public Health Services and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

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

EXHIBIT 1, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

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

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

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

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

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

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

Signature of Notary	*Date*

EXHIBIT 1, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

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

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

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.

Revised 01/26/12
DHSS updates 5/27/15

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.

15. AMENDMENTS

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

16. MONITORING

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

17. DOCUMENT RETENTION

a. The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
b. The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
c. If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.
d. If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
e. The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

18. CONFIDENTIALITY

a. The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
b. The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

19. LIABILITY

a. The relationship of the Contractor to the Department shall be that of an independent Contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
b. The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

a. If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
b. If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

21. AUTHORIZED PERSONNEL

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

MEMORANDUM OF UNDERSTANDING (MOU)

1. Purpose

1.1 This agreement is entered into between the Missouri Department of Health and Senior Services, hereafter referred to as "Department" and the Joplin City Health Department, hereafter referred to as "LPHA". The agreement shall be effective June 1, 2015 through May 31, 2018 in conjunction with the Participation Agreement for State Investment in Local Public Health Services.

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

1.2.1 *Immunization programs*
LPHAs provide a vital role in immunizing our children and promoting immunization among hard to reach families and communities. Immunization program costs are operational (staff related) costs only. The vaccines costs for CHIP 2 are funded through the Vaccines for Children (VFC) program, therefore the costs of the vaccines are not included in the CHIP claiming. The immunization program costs claimed under CHIP are net of revenue obtained from billing Medicaid and other insurers for administrative costs.

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

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

1.2.4 *School health programs*
LPHAs provide health related services in schools and pre-schools including health education, screenings, maintenance of health records, basic nursing services and referrals, as needed, to other health care providers. These services are distinct and different from the services provided in schools as part of special education services authorized under the Individuals with Disabilities Education Act (IDEA).

2. Process

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

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

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

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

3.0 Federal Requirements

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

3.2 Since this agreement involves the use of federal funds, the Department has determined that this agreement is subrecipient in nature as defined in 2 CFR § 200.330. The signature of the LPHA's authorized representative indicates compliance with the Certifications contained in Attachment A and the special conditions contained in Attachment B as attached hereto and incorporated by reference as if fully set forth herein.

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

4.0 Confidentiality

4.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

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

5.0 Amendments

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

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

6.0 Monitoring

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

7.0 Documentation

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

8.0 Termination

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

_____

LPHA Date
Authorized Signature

_____

Department of Health and Senior Services Date
Authorized Signature

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

2.3.2 Collecting a certification from that person; or

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations.

CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

CERTIFICATIONS AND SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged,

demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

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

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

8. CLEAN AIR ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

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

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

1.3 The Contractor shall send a copy of any audit report to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year if applicable. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

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

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

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

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

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

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

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

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

1.12 Equipment

SUBRECIPIENT SPECIAL CONDITIONS

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

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

1. Business Associate Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3 Obligations and Activities of the Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

disability code) and whether the incident involved Unsecured Protected Health Information; and

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

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

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

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

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

1.4 Obligations of the State Agency:

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

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

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

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

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

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

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

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JULY 6, 2015

ITEM: COUNCIL BILL NO. 2015-457

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: PUBLIC HEALTH EMERGENCY PREPAREDNESS PROGRAM SERVICES CONTRACT; COUNCIL BILL

Health Director: Dan Pekarek 6/30/15
Finance Director: Leslie Haase 6/30/15
City Attorney: Peter Edwards 6/30/15
City Manager: Sam Anselm 6/30/15

INTRODUCTION:
This Council Bill authorizes a Program Services Contract Amendment between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin providing funding for Public Health Emergency Preparedness activities.

DISCUSSION:
This 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. The county health department provides funding to the city for these services that allows for full funding of this position.

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 is year 2 of the original 3 year contract that began last year. The period for this agreement amendment is July 1, 2014 through June 30, 2016 and the total anticipated reimbursement from this agreement for this second year is $39,198. No local match is required for participation in this contract.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2015-457 ORDINANCE NO.

AN ORDINANCE authorizing a Program Services Contract Amendment, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, and for the City of Joplin Health Department to receive compensation, for Thirty-Nine Thousand, One Hundred Ninety-Eight Dollars, no Cents, ($39,198.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 6th day of July, 2015, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RECEIVED
JUN 24 2015

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired 1-800-735-2966 VOICE 1-800-735-2466

Gail Vasterling
Director

Jeremiah W. (Jay) Nixon
Governor

Dear Contractor:

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

1. Review and sign the front page of the contract;
2. Complete and sign Exhibit 1 (Business Entity Cert Original entation, and Affidavit of Work Authorization); and
3. Return the contract to:

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

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

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

Enclosures

Updated 11/2012

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired 1-800-735-2966 VOICE 1-800-735-2466

Gail Vasterling
Director

Jeremiah W. (Jay) Nixon
Governor

The following information should be directed to your Chief Financial Officer:

The Department of Health and Senior Services (DHSS) requires financial assistance contractor/providers to complete the Business Management Assessment (BMA) form each year. The information provided in the BMA and recent audit reports is used to evaluate contractor/provider financial management systems to determine what special terms and conditions, if any, need to be included in the agreement. Factors assessed include, but are not limited to: the contractor/provider's history of managing federal funds, financial stability, management systems, and their ability to carry out program objectives.

If you have not yet completed the Business Management Assessment (BMA) form for this calendar year, please go to http://health.mo.gov/atoz/bma/index.php **to complete and submit the information within 15 calendar days**.

After you have submitted your information, you can print a hard copy to keep for your records. A confirmation number will be provided, which you should note in case there are questions regarding your submission. **Keep in mind the form is completed only once per year for each federal taxpayer identification number (nine digit number).**

Please note there is not a **Save** feature for the online BMA form. Once you start entering information into the online BMA form, it must be completed. If you have to close out and come back at a later time/date you will have to start the process all over again. Information needed to complete the process:

1. your federal taxpayer ID#;
2. access to any written policies and procedures; and,
3. a copy of your most recently completed audit.

If you have not already submitted a copy of your latest completed audit, a copy should be sent:

- via the preferred method, email, to Monitoring@health.mo.gov (many CPA firms already have it in electronic format if requested);
- or by fax to 573-526-6049;
- or by regular mail to:

ATTN: Audit Review
Missouri Department of Health & Senior Services
Division of Administration
PO Box 570
Jefferson City, MO 65102-0570

NOTE: Failure to submit an annual BMA form and your most recent audit may result in your being deemed a high-risk provider. For questions concerning the BMA form, or if you do not have access to the internet, please call 573-751-6104 for assistance.

Updated 5/2015

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

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

Tracking #	**Contract Title:**
40213	PUBLIC HEALTH EMERGENCY PREPAREDNESS

Contract Start:	**Contract End:**	**Questions/Please Contact:**
7/1/2014	6/30/2016	PROCUREMENT UNIT @ (573)751-6471

Contract #:	**Amend #:**
AOC14380158	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
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

AMENDMENT #001 to Contract #AOC14380158

CONTRACT TITLE: Public Health Emergency Preparedness

CONTRACT PERIOD: July 1, 2015 – June 30, 2016

The Department desires to amend the referenced contract as follows:

1. Renew the contract for the period July 1, 2015 through June 30, 2016.

2. Delete the Scope of Work and all Attachments and Exhibits in their entirety and replace with the Scope of Work, Attachments A through F and Exhibit 1 which are attached hereto and incorporated by reference as if fully set forth herein.

All other terms, conditions, and provisions of the contract, shall remain the same and apply hereto.

PUBLIC HEALTH EMERGENCY PREPAREDNESS
FY16 SCOPE OF WORK

1. GENERAL

1.1 The contract amount shall not exceed $39,198.00 for the period of July 1, 2015 through June 30, 2016.

1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

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

Program Name: Public Health Emergency Preparedness
Program Contact: Linda Clutter
Address: P.O. Box 570, Jefferson City, MO 65102-0570
Phone: 573-522-2003
Email: Linda.Clutter@health.mo.gov

2. PURPOSE

2.1 To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

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."

3.4 PREP: The Partner Readiness Evaluation Program is a one day functional exercise that includes the completion of the Homeland Security Exercise Evaluation Program (HSEEP) After Action Report (AAR).

3.5 WebSurv: The WebSurv application is a centralized and integrated database that allows the Department of Health and Senior Services and local public health agency staff the ability to enter and/or update case report information. It is a web-based application that supports the accurate identification and timely statewide reporting of diseases, conditions, and outbreaks to enable public health workers at the local public health agencies and state to intervene in the disease investigation process.

3.6 Web Emergency Operations Center (WebEOC): An internet-based collaboration tool that creates a common operating picture, enabling emergency managers to make sound decisions quickly. WebEOC enables users to manage multiple incidents and daily events, assign and track missions and tasks, provide situation reports, manage resources and prepare incident command system (ICS) and incident action plan (IAP) reports.

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. Public Health and Medical Services and the FEMA Classroom Study Program: ICS 300 – Intermediate Incident Command System, and ICS 400 – Advanced Incident Command System must be completed by command staff only. 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 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 Emergency Response Center (ERC) with cellular phone, pager, or answering service number(s) within twenty-four hours of any change. This information shall be provided to the ERC by email at DRMS@health.mo.gov. 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 ERC within one week of changes made in command staff and contact information.

4.4 Within one week of contract staff changes, the Contractor shall notify the Department's Office of Emergency Coordination (OEC) of new employees' name, job function/title and contact information. The Contractor shall send this information by email to CERTGrantsContracts@health.mo.gov.

4.5 The Administrator or their designated employee is encouraged to attend semi-annual planning meetings.

4.6 The Contractor shall use and enter appropriate case information into the Department's WebSurv application site at https://webapp03.dhss.mo.gov/Login/Login.aspx?ReturnUrl=%2fwebmohsis%2fdefault.aspx.

4.7 The Contractor shall abide by the reporting requirements set forth in 19 CSR 20-20.020 (9). All local health authorities shall forward to the Department reports of all diseases or findings listed in sections (1)–(4) of this rule. All reports shall be forwarded according to procedures established by the Department director as listed in sections (1)–(4). Reports will be forwarded immediately if a terrorist event is suspected or confirmed. The local health authority shall retain from the original report any information necessary to carry out the required duties in 19 CSR 20-20.040(2) and (3). 19 CSR 20-20.020 may be found at: http://www.sos.mo.gov/adrules/csr/current/19csr/19c20-20.pdf.

4.8 The Administrator or their designated employee is encouraged to attend quarterly epidemiology meetings and/or conference calls as organized by the Department's regional Senior Epidemiologist and/or Medical Epidemiologist.

4.9 The Contractor shall ensure that the person performing the epidemiology deliverables attends at least one epidemiology, or statistics, or communicable disease, or emergency response training/course during the contract year.

4.10 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.

4.10.1 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 semaexercise@sema.dps.mo.gov. The HSEEP AAR template and instructions can be accessed at http://clphs.health.mo.gov/OEC/index.php.

4.11 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.

4.12 The Contractor shall participate in necessary trainings as scheduled by OEC regarding the use of the new HAN system.

4.13 The Contractor shall ensure key local HAN contact information is transferred to the HAN system and is updated as changes occur.

4.14 The Contractor shall inform the state HAN Coordinator of any notifications initiated at the local level.

4.15 The Contractor shall participate in a one day Partner Readiness Evaluation Program (PREP) exercise once every four years.

4.15.1 AARs for all exercises must include provision of a formal exercise evaluation in accordance with HSEEP. The Contractor shall provide a status update of work toward improvement actions relating to HSEEP AARs for contract monitoring through the semi-annual reports as indicated in Section 6.1 below.

4.15.2 The Contractor shall be required to provide a status update from the AAR HSEEP Improvement Plan document for the PREP functional exercise, through the semi-annual reports as indicated in Section 6.1 below.

4.16 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. The Contractor shall 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. This document can be accessed at http://clphs.health.mo.gov/OEC/index.php.

4.17 By June 30, 2016, the Contractor shall complete the Tangible Personal Property Report and submit to OEC. This form needs to be completed for any one single item that has a value of $5,000 or more purchased within this contract period with Department preparedness funds. Items priced over $5,000 require prior approval before purchase can

be made. If the Contractor has nothing to report, the Contractor shall indicate this on the form. This form can be accessed at http://clphs.health.mo.gov/OEC/index.php. Submit this form electronically to OEC at CERTGrantsContracts@health.mo.gov.

4.18 By June 30, 2016, the Contractor shall submit to OEC a comprehensive inventory list of items under $5,000 purchased within this contract period with Department preparedness funds, excluding consumable office supplies.

4.18.1 The Contractor must use the provided template to report this inventory to OEC or submit an inventory list already in place. It the Contractor has nothing to report, the Contractor shall indicate this on the template. The template can be accessed at http://clphs.health.mo.gov/OEC/index.php.

4.19 The Contractor shall collaborate with the Regional/Area Hospital Preparedness Program's partnership/healthcare coalition in order to develop plans to unify ESF-8 management of healthcare during a public health emergency.

4.20 By June 30, 2016 at least one staff member of the Contractor will have completed WebEOC training.

4.21 The Contractor shall 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).

4.21.1 The Contractor must review Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein. If one or more of the following deliverables is marked by an "X" on Attachment C, the Contractor shall complete the marked deliverables during the contract period.

4.22 The State Emergency Management Agency (SEMA) will notify the Contractor within sixty (60) days of the PREP visit.

4.22.1 The Contractor shall provide lunch on the day of the table-top exercise to participants during the PREP visit. An additional $200 shall be included in the contract budget for this expense.

4.22.2 The Contractor shall submit an HSEEP compliant AAR for this exercise to OEC as is indicated in deliverables 4.10.1 and 4.10.2.

4.23 By June 30, 2016, the Contractor shall update the Non-Cities Readiness Initiative (CRI) Point of Dispensing (POD) Standards worksheet on WebEOC.

4.23.1 Information on the sheet should be derived from existing plans, resources, agreements and partnerships. When possible, population data to be served by the POD and throughput data will be based on exercises, drills and/or modeling software. When not available, estimates are acceptable.

5. WORK PLAN DELIVERABLES

5.1 The Contractor shall select at a minimum 3 capabilities out of the 15 available to complete during the contract period, completing all 15 capabilities within the project period ending June 2017.

5.1.1 All 15 capabilities work plan templates and CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning can be accessed at http://clphs.health.mo.gov/OEC/index.php. The Contractor shall use the work plan to report to OEC through the Semi-Annual Reports as indicated in Section 6.1 below.

5.2 By September 30, 2015, the Contractor shall submit to OEC a completed work plan for each new capability chosen.

6. REPORTS

6.1 The Contractor shall submit Semi-Annual Reports of activities to OEC by January 15, 2016, and July 15, 2016. 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. The semi-annual report template can be accessed at http://clphs.health.mo.gov/OEC/index.php.

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

7. BUDGET AND ALLOWABLE COSTS

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

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

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

7.4 Indirect costs

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

7.4.2 The Contractor shall not bill the Department for indirect costs that exceed 4.56% of the modified total direct costs as defined in 2 CFR § 200.68.

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

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

7.5 The Department will reimburse the Contractor for transportation provided by personal vehicles (mileage) at either the current IRS rate for mileage reimbursement or the mileage reimbursement rate set by the Contractor's internal policy, whichever is lower.

7.6 The Contractor shall follow competitive procurement practices.

8. INVOICING AND PAYMENT

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

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

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

8.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice.

8.2.1 In addition, the contractor shall submit Attachment F with each invoice to ensure that indirect costs are calculated correctly, as stated in 7.4 above. Attachment F is attached hereto and incorporated by reference as if fully set forth herein. Attachment F can be accessed at http://clphs.health.mo.gov/OEC/index.php.

8.3 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.

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

Missouri Department of Health and Senior Services
Office of Emergency Coordination
P.O. Box 570
Jefferson City, MO 65102-0570

Or email to:
CERTGrantsContracts@health.mo.gov

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

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

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

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

8.9 If the Contractor receives an overpayment by the Department, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

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

8.10 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid

from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://www.cfda.gov/?s=program&mode=list&tab=list.

9. AMENDMENTS

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

10. RENEWALS

10.1 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 period. In the event the Department exercises this option, all terms and conditions, requirements and specifications of this contract shall remain the same and apply during the renewal period.

11. MONITORING

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

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

12. DOCUMENT RETENTION

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

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

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

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

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

13. CONFIDENTIALITY

13.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

13.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

14. LIABILITY

14.1 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal

and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

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

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

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

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

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

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

16. AUTHORIZED PERSONNEL

16.1 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.

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

16.3 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.

16.4 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:

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

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

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

16.5 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.

17. TERMINATION

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

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

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

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

17.1.4 By request of the Contractor.

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

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

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

17.3 In the event of termination, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

18. SUBCONTRACTING

18.1 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 ensure and maintain documentation that any and all subcontractors comply with all requirements of this contract. The Contractor agrees and understands 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.

18.2 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:

18.2.1 The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

18.2.2 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.

18.3 The Contractor shall be responsible for ensuring 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. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

18.4 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 AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

2.3.2 Collecting a certification from that person; or

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations.

The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

CERTIFICATIONS AND SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged,

demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

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

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

8. CLEAN AIR ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

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

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

1.3 The Contractor shall send a copy of any audit report to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year if applicable. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

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

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

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

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

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

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

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

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

1.12 Equipment

SUBRECIPIENT SPECIAL CONDITIONS

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

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

ATTACHMENT C			
2015-2016 PUBLIC HEALTH EMERGENCY PREPAREDNESS			
Scope of Work Additional Deliverables			
"X" MEANS DELIVERABLE APPLIES AND MUST BE COMPLETED FOR THE CONTRACT PERIOD			
LPHA NAME	PREP Visit Deliverables Under Section 4.22	Non-CRI Deliverable 4.23	
Adair County Health Department	X	X	
Andrew County Health Department	X	X	
Atchison County Health Department	X	X	
Audrain City-County Health Unit		X	
Barry County Health Department		X	
Barton County Health Department		X	
Benton County Health Department	X	X	
Bollinger County Health Center		X	
Butler County Health Department		X	
Caldwell County Health Department			
Callaway County Health Department		X	
Camden County Health Department		X	
Cape Girardeau County Public Health Center		X	
Carroll County Health Department	X	X	
Carter County Health Department	X	X	
Cass County Health Department			
Cedar County Health Department		X	
Chariton County Health Center	X	X	
Christian County Health Department		X	
City of St Joseph Health Department		X	
St Louis City Department of Health & Hospitals			
Clark County Health Department	X	X	
Clay County Public Health Center			
Clinton County Health Department			
Cole County Health Department	X	X	
Columbia/Boone County Dept. of Health & Human Services		X	
Cooper County Public Health Department	X	X	
Crawford County Nursing Service		X	
Dade County Health Department	X	X	
Dallas County Health Department	X	X	
Daviess County Health Department	X	X	
Dent County Health Center	X	X	
Douglas County Health Department		X	
Dunklin County Health Department		X	
Franklin County Health Department			
Gasconade County Health Department		X	
Grundy County Health Department		X	
Harrison County Health Department		X	
Henry County Health Center	X	X	

LPHA NAME	PREP Visit Deliverables Under Section 4.22	Non-CRI Deliverable 4.23	
Hickory County Health Department		X	
Holt County Health Department		X	
Howard County Public Health Department		X	
Howell County Health Department		X	
Independence City Health Department			
Iron County Health Department		X	
Jackson County Health Department			
Jasper County Health Department		X	
Jefferson County Health Department			
Johnson County Health Department		X	
Joplin City Health Department		X	
Kansas City Health Department			
Knox County Health Department		X	
Laclede County Health Department		X	
Lafayette County Health Department			
Lawrence County Health Department		X	
Lewis County Health Department		X	
Lincoln County Health Department			
Linn County Health Department		X	
Livingston Coutny Health Center		X	
Macon County Health Department	X	X	
Madison County Health Department	X	X	
Marion County Health Department and Home Health Agency		X	
McDonald County Health Department		X	
Mercer County Health Department		X	
Miller County Health Department		X	
Mississippi County Health Department		X	
Moniteau County Health Center		X	
Monroe County Health Department		X	
Montgomery County Health Department		X	
Morgan County Health Center		X	
New Madrid County Health Department		X	
Newton County Health Department		X	
Nodaway County Health Center		X	
Oregon County Health Department		X	
Osage County Health Department		X	
Ozark County Health Center		X	
Pemiscot County Health Center		X	
Perry County Health Department		X	
Pettis County Health Center		X	
Phelps/Maries County Health Department		X	
Pike County Health Department Home Care & Hospice	X	X	
Platte County Health Department			

LPHA NAME	PREP Visit Deliverables Under Section 4.22	Non-CRI Deliverable 4.23	
Polk County Health Department	X	X	
Pulaski County Health Department	X	X	
Putnam County Health Department		X	
Ralls County Health Department		X	
Randolph County Health Department		X	
Ray County Health Department			
Reynolds County Health Center		X	
Ripley County Public Health Center		X	
Saline County Health Department		X	
Schuyler County Health Department		X	
Scotland County Health Department		X	
Scott County Health Department	X	X	
Shannon County Health Center		X	
Shelby County Health Department	X	X	
Springfield-Greene County Health Department		X	
St Charles County Dept. of Community Health & Environment			
St Clair County Health Center		X	
St Francois County Health Center	X	X	
St Louis County Department of Health			
Ste Genevieve County Health Department		X	
Stoddard County Public Health Center		X	
Stone County Health Department	X	X	
Sullivan County Health Department		X	
Taney County Health Department		X	
Texas County Health Department	X	X	
Tri-County Health Department		X	
Vernon County Health Department		X	
Warren County Health Department			
Washington County Health Department			
Wayne County Health Center	X	X	
Webster County Health Unit	X	X	
Wright County Health Department	X	X	

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY) From:	To:	4. Contractor Identifying Number (optional)
5. DUNS Number	6. EIN	7. Report Type	
		☐ Annual ☐ Final	

8. Transactions Contract Expenditures:	
8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00
Match Requirements:	
8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	11b. Telephone (Including Area Code)	11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor		11e. Date Report Submitted (MM/DD/YY)

MO 580-3091 (12-14)

Number	Reporting Item	Instructions
1	Contractor Name and Complete Address	Enter the contractor's name and complete street address including zip code.
2	Contract Number	Enter the contract number.
3	Contract Period (Month, Day, Year) From To	 Enter the beginning date of the contract period. If it is a multi-year contract enter the begin date of the annual reporting period. Enter the ending date of the contract period. If it is a multi-year contract enter the end date of the annual period.
4	Contractor's Identifying Number (Optional)	Enter the account number or any identifying number assigned by the contractor. The number is for the contractor's use only and is not required.
5	DUNS Number	Enter the contractor's Data Universal Numbering System (DUNS) number.
6	EIN	Enter the contractor's Employer Identification Number (EIN).
7	Report Type	Mark appropriate box.
8	Transactions	Enter the cumulative amount for the contract period. If it is a multi-year contract, enter the amount for the annual reporting period.
8a.	Total Contract Funds Authorized	Enter the total contract amount for the reporting period. If it is a multi-year contract, enter the amount for the annual reporting period.
8b.	Total Expenditures	Enter the total amount of contract expenditures either reimbursed or pending reimbursement by the Department. If it is a multi-year contract, enter the amount for the annual reporting period.
8c.	Unspent Balance of Contract Funds	Formula. Line 7a minus 7b.
8d.	Total Match Required	Enter the total match required in the contract. If it is a multi-year contract, enter the amount for the annual reporting period. If no match is required, leave blank.

Number	Reporting Item	Instructions
8e.	Total Match Expended	Enter the total amount of match expended by the Contractor. If it is a multi-year contract, enter the amount for the annual reporting period. If no match is required, leave blank.
8f.	Remaining Match to be Provided	Formula. Line 7d minus 7e.
9	Remarks	Enter any explanations or additional information. Optional field.
10	Certification	Required certification signed by an official who is authorized to legally bind the Contractor (2 CFR 200.415(a)).
11a.	Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	Enter the name and title of the authorized certifying official of the Contractor.
11b.	Telephone (Area code, number, and extension)	Enter the telephone number (including area code and extension) of the individual listed in 12a.
11c.	Email Address	Enter the e-mail of the individual listed in 12a.
11d.	Signature of Authorized Certifying Official of the Contractor	The authorized certifying official of the Contractor must sign here.
11e.	Date Report Submitted (Month, Day, Year)	Enter the date the report is submitted to the Department using the month, day, year format.

Joplin City Health Department

2015-2016 Public Health Emergency Preparedness Contract Budget	**Adjusted Budget**	
Total Allowed Contract Amount	**39,198.00**	
Personnel Services	27,000.00	
Fringe Benefits	9,990.00	
Travel	300.00	
Equipment	0.00	
Supplies	0.00	
Other	200.00	
Contractual	0.00	
Meal Allowance for PREP Visit (add $200, if applicable)[1]	0.00	
Total Direct Costs	37,490.00	
Indirect (Administrative) Cost	1,708.00	4.56%
PHEP CONTRACT TOTAL	39,198.00	
Surplus/Deficit	**0.00**	

1: Only applies to LPHAs that are receiving a PREP visit this contract period.

Joplin City Health Department

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, defrred comp.

Travel

Includes $150 for misc. travel @ .51/mi. for staff. Includes $150 for conf./seminar

Equipment

*Separately list each equipment item that will singularly cost $5,000 or above. These items require prior authorization. If it does not meet this defintion show cost in Supplies.

Supplies

Other

Dues and memberships for IAEM, MEPA for emrgency planner.

Contractual

Indirect Costs by Invoice Using the Modified Total Direct Costs (MTDC) Basis

Attachment F

rall Indirect

l calculate based upon the percentage entered below.

Invoice 5	Invoice 6	Invoice 7	Invoice 8	Invoice 9	Invoice 10	Invoice 11	Invoice 12	Total Invoiced	Remaining Balance
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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

(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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICE

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking # 40213 | **State:** 0% $0.00 | **Federal:** 100% $78,396.00

Contract Title: PUBLIC HEALTH EMERGENCY PREPAREDNESS

Contract Start: 7/1/2014 **Contract End:** 6/30/2016 **Amend#:** 01 **Contract #:** AOC14380158

Vendor Name: JOPLIN CITY HEALTH DEPARTMENT

Federal Award Year: 2014 **DHSS #:** 14CRI-S

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

CFDA: 93.069 **CFDA Name:** PUBLIC HEALTH EMERGENCY PREPAREDNESS

Federal Award Name: TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS

Federal Award: SU90TP000531-03

Research and Development: N **Subject to A-133 Requirements:** Y

Federal Award Year: 2016 **DHSS #:** CDC-RFA-TP12-120104CONT15

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

CFDA: 93.074 **CFDA Name:** HOSPITAL PREPAREDNESS PROGRAM (HPP) AND PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) ALIGNED COOPERATIVE AGREEMENTS

Federal Award Name: *

Federal Award: *

Research and Development: N **Subject to A-133 Requirements:** Y

*** The Department will provide this information when it becomes available.**

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 6, 2015

Item: COUNCIL BILL NO. 2015-614
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam	
Department Head:	Nick Heatherly	6/30/15
Finance Department:	Leslie Haase	6/30/15
City Attorney:	Peter Edwards	6/30/15
City Manager:	Sam Anselm	6/30/15

Recommended Action: Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) to conduct an Environmental Assessment at the Joplin Regional Airport on and emergency basis.

Summary: The FAA requires that an Environmental Assessment be conducted at least every five (5) years on any Airport which is receiving Federal Grant monies for projects. As part of the Master Plan for the Airport a list of projects (5 Year ACIP) was submitted to the FAA. FAA has approved the ACIP and has directed the Airport to move forward with these projects.

CMT was selected by formal process earlier this year to serve as the Airport Engineer for the next five (5) yeas. CMT has developed a Scope of Work and a Consulting Contract for the Assessment. The Grant amount was based on this study cost.

Discussion: The FAA has issued this Airport Improvement Grant (AIP No. 3-29-0037-35) for $164,832.00 for the project. The Grant amount is based on the Federal share of the projected final project cost. All cost for this project will be paid from this Federal Grant based on a 95/5 Federal/Local share. The Local Share will be approximately $8,676.00.

Recommendation: Staff recommends acceptance of the Grant by and between the City of Joplin and FAA to conduct an Environmental Assessment at the Joplin Regional Airport on an emergency basis to meet the FAA timeline.

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	June XX, 2015
Airport/Planning Area	Joplin Regional
AIP Grant Number	3-29-0037-035-2015
DUNS Number	010649846

TO: City of Joplin
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **June 5, 2015**, for a grant of Federal funds for a project at or associated with the Joplin Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Joplin Regional Airport (herein called the "Project") consisting of the following:

Conduct Environmental Study

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety-five (95) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$164,832**.

   For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

   $164,832 for planning
   $0 for airport development or noise program implementation
   $0 for land acquisition.

2. **Ineligible or Unallowable Costs**. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.

5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before XX/XX/XX, or such subsequent date as may be prescribed in writing by the FAA.

7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **System for Award Management (SAM) Registration And Universal Identifier.**

   A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or

another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.

2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.

3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at http://fedgov.dnb.com/webform).

10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

    By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    A. May not be increased for a planning project;

    B. May be increased by not more than 15 percent for development projects;

    C. May be increased by not more than 15 percent for land project.

16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on

the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. **Suspension or Debarment**. The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving**.

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. **Trafficking in Persons**.

A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

1. Is determined to have violated the Prohibitions; or
2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
   a. Associated with performance under this agreement; or
   b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
(Typed Name)

_____
(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]
Executed this_____day of _____, _____.

City of Joplin
(Name of Sponsor)

_____
(Signature of Sponsor's Designated Official Representative)

By: _____
(Typed Name of Sponsor's Designated Official Representative)

Title: _____
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of_____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of
_____, _____.

By: _____
(Signature of Sponsor's Attorney)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

COUNCIL BILL NO. 2015-614 ORDINANCE NO.

AN ORDINANCE authorizing the acceptance of a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the Environmental Assessment at the Joplin Regional Airport on and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) Grant for the Environmental Assessment at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

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

Section 3. That this Ordinance dealing with the public improvements, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, shall be in full force and effect immediately after its passage and approval. The Grant must be accepted by the first of July.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2015, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 6, 2015

Item: COUNCIL BILL NO. 2015-615
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam	
Department Head:	Nick Heatherly	6/30/15
Finance Department:	Leslie Haase	6/30/15
City Attorney:	Peter Edwards	6/30/15
City Manager:	Sam Anselm	6/30/15

Recommended Action: Approval of Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, INC. to conduct an Environmental Assessment at the Joplin Regional Airport on and emergency basis.

Summary: The FAA requires that an Environmental Assessment be conducted at least every five (5) years on any Airport which is receiving Federal Grant monies for projects. As part of the Master Plan for the Airport a list of projects (5 Year ACIP) was submitted to the FAA. FAA has approved the ACIP and has directed the Airport to move forward with these projects.

CMT was selected by formal process earlier this year to serve as the Airport Engineer for the next five (5) yeas. CMT has developed a Scope of Work and a Consulting Contract for the Assessment. The Grant amount was based on this study cost.

Discussion: This contract involves the designing and bidding of both taxiway projects. CMT's fee will be a "Total Not to Exceed" $173,508.00. The assessment fees for the project will be paid from FAA Grant AIP No. 3-29-0037-35 based on a 95/5 Federal/Local share.

Recommendation: Staff recommends acceptance of the agreement by and between the City of Joplin and Crawford, Murphy, & Tilly, INC. to conduct an Environmental Assessment at the Joplin Regional Airport on an emergency basis to meet the FAA timeline.

Airport Name:	Joplin Regional Airport
Project No.:	AIP Grant #3-29-0037-035
County:	Jasper

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 01/01/11)

THIS AGREEMENT is entered into by Crawford, Murphy & Tilly, Inc. (hereinafter the "Consultant"), and the City of Joplin, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Joplin Regional Airport.

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT.

WHEREAS, while the Sponsor intends to accomplish a project at the Joplin Regional Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) " SPONSOR" means the owner of the airport referenced above.

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in paragraph 22(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in paragraph 22(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in paragraph (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 CFR. Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the approval of the sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "TEA-21" means the federal Transportation Equity Act for the 21st Century.

(N) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(O) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth on Exhibit II to this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost therefore. Any changes in the maximum compensation, or time and schedule of completion, will be covered in the supplemental agreement. Supplemental agreements must be approved by MoDOT to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth on Exhibit III to this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of paragraph 3 of this Agreement.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor as expressly established in this Agreement, consisting of published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction or during any phase of work performed by others based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans/specifications submitted for review by permit authorities, and plans/specifications issued for construction shall be signed, sealed, and dated by a professional engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

(B) Consultant's Certification Regarding DBE Participation: The consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement.

1. Policy: It is the policy of the U.S. Department of Transportation and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBE's have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and

reasonable steps to assure that DBE's have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBE's: The Consultant shall seek DBE's in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBE's from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBE's who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and MoDOT.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBE's used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBE's for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in section (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in section (7)(B)(8) below is less than the percentage stated in section (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBE's of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBE's that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBE's to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBE's with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBE's, and not rejecting DBE's as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBE's in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT $ VALUE APPLICABLE TO TOTAL GOAL

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in section (7)(B)(8) is less than the Sponsor's DBE goal given in section (7)(A), then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in section (7)(A): N/A.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (subconsultant information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Prairie Engineers	628 Broadway St, Lincoln, IL 62656	Wetlands, T&E and Permitting
Archaeological Research Center of St. Louis, Inc	2812 Woodson Road St. Louis, Missouri 63114	Cultural Resource Survey

(B) The Consultant agrees, and shall require the selected subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Sponsor or any authorized representative of MoDOT or the federal government, and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subconsultant agreements, and in not less than the following amounts:

1. Commercial General Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: $1,000,000.00, each claim and in the annual aggregate.

Professional liability coverage will be required only from those subconsultants licensed to perform engineering services whether those services are required for this project or not.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its subconsultants.

(E) The payment for the services of any subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in paragraph (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT approved DBE subconsultants under this Agreement upon the request of the Sponsor. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and subconsultant exceeds $25,000. Subconsultant agreements for amounts of $25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be a lump sum of $173,508.00, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "engineering Basic and Special Services-Cost Breakdown: attached herto and made a part of this Agreement.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Administration of Engineering and Design Related Service Contracts. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services,

reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items 9(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed manhour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all subconsultant fees, including overhead and profit.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and MoDOT will be required prior to acquisition of reimbursable special equipment.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 45 days therefrom, pay the Consultant for the services rendered, to the extent of ninety-eight percent (98%) of the amount of the lump sum fee earned plus direct costs as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 45 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. Two percent (2%) of the amount earned will be retained by the Sponsor until the design services as covered by the Agreement are completed by the Consultant and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of the services required by paragraph (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. In the alternative to withholding the two percent (2%) retainage as set forth

above, the Sponsor may accept a letter of credit or the establishment of an escrow account, in the amount of said two percent (2%) retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the two percent (2%) retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to MoDOT approval.

(C) The Consultant and Sponsor agree that time is of the essence, and the Consultant and Sponsor will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to MoDOT approval.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(11) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Sponsor may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Sponsor, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Sponsor.

(B) Should the Agreement be suspended or terminated for the convenience of the Sponsor, the Sponsor will pay to the Consultant its costs as set forth in paragraph (9)(B), including a proportional amount of the lump sum fee based upon an estimated percentage of Agreement completion prior to such suspension or termination, direct costs as defined in this Agreement for services performed by the Consultant plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Sponsor for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Sponsor 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Sponsor. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Sponsor that funds are no longer available to continue performance.

2. The Sponsor's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Sponsor.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

II. Any rights of copyright to which Sponsor, its consultant or subconsultant purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Paragraph (I) of the clause, entitled "communications" shall read as follows: "(I) Communications. All notifications required by this clause shall be submitted to the Sponsor ".

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B). Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor in data files compatible with AutoCAD 2015 (specify CADD version). The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The

determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor 's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding paragraph 22 of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in paragraphs 13 (C) and (D) do not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in paragraphs 13 (C) and (D).

(F) Not withstanding paragraphs (A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor, MoDOT and the FAA from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement,

including those negligent acts, errors, or omissions of the Consultant's employees, agents, and subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor 's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(E) Any insurance policy required as specified in paragraph No. (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: With regard to services under this Agreement, the Consultant agrees as follows:

(A) Civil Rights Statutes: The Consultant shall comply with all state and federal statutes related 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, 2000e), as well

as with any applicable titles of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.). In addition, if the Consultant is providing services or operating programs on behalf of the Sponsor or MoDOT, the Consultant shall comply with all applicable provisions of Title II of the Americans With Disabilities Act.

(B) Executive Order: The Consultant shall comply with all provisions of Executive Order 94-03, issued by the Honorable Mel Carnahan, Governor, on January 14, 1994, promulgating a code of fair practices in regard to nondiscrimination, which executive order is incorporated herein by reference and made a part of this Agreement. This Executive Order 94-03 prohibits discriminatory employment practices by the Consultant or its subconsultants based upon race, color, religion, creed, national origin, sex, disability, veteran status, or age.

(C) Administrative Rules: The Consultant shall comply with the USDOT rules relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which rules are incorporated herein by reference and made a part of this Agreement.

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

(E) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(F) Information and Reports: The Consultant 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 Sponsor or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information which is required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor or the USDOT as appropriate, and shall set forth what efforts the Consultant has made to obtain the information.

(G) Sanctions for Noncompliance: In the event the Consultant fails to comply with the nondiscrimination provisions of this Agreement, the Sponsor 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 Consultant under this Agreement until the Consultant and its subconsultant(s) comply; or

2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

(H) Incorporation of Provision: The Consultant shall include these nondiscrimination provisions in every subcontract it makes relating to this project, including the procurement of materials and lease of equipment, unless exempted by federal law, or USDOT regulations or instructions. The Consultant shall take such action with respect to any subcontract or procurement as the Sponsor or MoDOT may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States. The Consultant shall take the acts which may be required to fully inform itself of the terms of, and to comply with, said state and federal laws.

(19) AVIATION FEDERAL AND STATE CLAUSES:

(A) Airport and Airway Improvement Act of 1982, Section 520 General Civil Rights Provisions, (Version I, 1/5/90):

The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the consultant or its transferee for the period during which Federal assistance is extended to the airport aid program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport commission or any provision of similar services or benefits or (b) the period during which the airport commission or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

(B) Rights to Inventions - 49 CFR Part 18, (Version I, 1/5/90):

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal Grant under which this contract is executed. Information regarding these rights is available from the Sponsor or the FAA.

(C) Breach of Contract Terms Sanctions - 49 CFR Part 18, (Version I, 1/5/90):

Any violation or breach of the terms of this contract on the part of the Consultant or Subcontractor/Subconsultant may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

(D) Trade Restrictions Clause - 49 CFR Part 30, (Version I, 1/5/90):

1. The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

A. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade representatives (USTR).

B. has not knowingly entered into any contract or subcontract for this project with a Consultant that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals or foreign country on said list.

C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

2. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the FAA may direct, through the Sponsor, cancellation or the agreement at no cost to the Sponsor, MoDOT or the Federal Government.

3. Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

4. The Consultant shall provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstance. The subcontractor/subconsultant agrees to provide immediate written notice to the Consultant, if at any time it learns its certification was erroneous by reason of changed circumstances.

5. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA

may direct, through the Sponsor, cancellation of the Agreement or subcontract for default at no cost to the Sponsor or the Federal Government.

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

7. This certification concerns a matter within the jurisdiction an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(E) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (Version I, 1/5/90):

The consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

(F) Energy Policy and Conservation Act:

The consultant shall comply with the 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 (P.L. 94-163).

(20) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Jasper County, Missouri. The parties agree that this Agreement is entered into at Joplin, Missouri and substantial elements of its performance will take place or be delivered at Joplin, Missouri, by reason of which the Consultant consents to venue of any action against it in Jasper County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(21) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, MoDOT and the FAA or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period

following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(22) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Steve Stockam		
SPONSOR'S NAME	City of Joplin, Missouri		
SPONSOR'S ADDRESS	602 South Main Street, 4th Floor Joplin, MO 64801		
PHONE	417-623-0260	FAX	
E-MAIL ADDRESS	sstockam@joplinmo.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Ambra Knox
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.

CONSULTANT'S ADDRESS	2750 West Washington Street Springfield, IL 62702		
PHONE	217-572-1104	FAX	
E-MAIL ADDRESS	akonx@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

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

(24) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement is a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(25) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(26) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(27) PAYMENT BOND: In the event a subconsultant is used for any services under this Agreement, Consultant shall provide a payment bond under Section 107.170 RSMo. Supp., as amended, for any services which are printing, aircraft, archaeology, surveying, hazardous waste or geotechnical including but not limited to the collection of soil samples. Any payment bond must be acceptable to the Sponsor and must be provided prior to the performance of service. The cost for the payment bond must have been included in the fee of the Consultant under this Agreement.

A payment bond shall not be required for subconsultant services for which the aggregate costs are $25,000 or less or when the subconsultant is an engineering firm that is performing non-engineering services per current MoDOT policy.

(28) CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 CFR Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 CFR Part 20 which are incorporated herein by reference.

(29) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit I: Project Description.

(B) Exhibit II: Scope of Services.

(C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards

(D) Exhibit III: Services Provided by the Sponsor.

(E) Exhibit IV: Derivation of Consultant Project Costs.

(F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.

(G) Exhibit VI: Performance Schedule

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officials.

Executed by the Consultant the _____ day of _____, 20____.

Executed by the Sponsor the _____ day of _____, 20____.

CONSULTANT	**SPONSOR**
Crawford, Murphy & Tilly, Inc.	City of Joplin, Missouri
By: _____	By: _____
By: Daniel R. Meckes, P.E.	By: _____
Title: President & CEO	Title: _____
ATTEST:	ATTEST:
By: _____	By: _____
By: Timothy P. Tappendorf, P.E.	By: _____
Title: Manager, St. Louis Office	Title: _____

COUNCIL BILL NO. 2015-615 ORDINANCE NO.

AN ORDINANCE authorizing the acceptance of an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, INC. for Environmental Assessment Study at the Joplin Regional Airport on and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, INC. for Environmental Assessment at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

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

Section 3. That this Ordinance dealing with the public improvements, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, shall be in full force and effect immediately after its passage and approval. The Grant must be accepted by July 1, 2015.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2015, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: July 6, 2015

ITEM: Council Bill 2015-616 amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing the updating of certain classifications presently in use by the City and containing an emergency clause.

ORIGINATING DEPARTMENT: Department of Public Works and Parks and Recreation

ATTACHMENTS: Council Bill No. 2015-616, Summary Sheet and Job Descriptions for updated classifications.

DEPARTMENT HEADS:	Nick Heatherly/Scott Garrie	**DATE:** 7/1/15
CITY MANAGER:	Sam Anselm	**DATE:** 7/1/15
CITY ATTORNEY:	Peter Edwards	**DATE:** 7/1/15
FINANCE DIRECTOR:	Leslie Haase	**DATE:** 7/1/15
HUMAN RESOURCES DIRECTOR:	Dave Allgood	**DATE:** 7-1-15

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 recreation positions are reclassifications of current job titles and will increase staff's ability to program facilities. The engineering position is a new part-time position that will provide support to engineers in public works.

The City Manager has reviewed and approved these classifications and is asking for them to be effective on July 13, 2015. Pay additions for these position is requested as outlined in the attached Summary Sheet.

RECOMMENDATION:

Personnel Board and staff have reviewed and recommends approval of this Council Bill.

COUNCIL BILL NO. 2015-616 **ORDINANCE NO. 2015-___**

AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 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 the 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 City Council of the City of Joplin, Missouri, upon recommendation of the City Staff, approved and implemented a new Classification and Salary Administration Plan on August 20, 2012;

WHEREAS, the Personnel Board reviewed and approved these updated classifications and the City Manager has reviewed and approved the 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 August 20, 2012.

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.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015 by a vote of _____.

_____

ATTEST:

_____
Barbara Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

City of Joplin								
Council bill 2015-616								
29-Jun-15								
SUMMARY SHEET OF CHANGES								
Department	**Position**	**Reason for Change**	**Old Pay Range ($)**	**Old Positions**	**New Positions**	**New Pay Range**	**Full time Part time**	**Comments**
Parks and Recreation	Recreation Coordinator	The Athletic Manager position would go away, to be replaced with one Rec Coordinator at a lower range. Would have supervisory responsibility over the Recreation Leader	**210** ($17.44-$25.31)	Athletic Manager	Rec. Coord.	**150** ($12.40-$17.99)	FT	Elimination of Athletic Manager- reclassify the position to Recreation Coordinator
Parks and Recreation	Recreation Leader	Reclassifies one of the Senior Clerk positons, with no adjustment in pay range.	**130** ($11.24-$16.31)	Senior Clerk	Rec. Leader	**130** (11.24-16.31)	FT	Reclassify one of the Senior Clerk positions to Recreation Leader
Public Works	Engineering Aid	New position to support activites for projects within engineering	None	None	Engin. Aid	**520** ($11.54-$12.48)	PT	New position to provide support to engineering in preparing reports and recommendations, in addtion to providing field support

JOB DESCRIPTION
CITY OF JOPLIN
RECREATION COORDINATOR

TITLE: RECREATION COORDINATOR

DEPARTMENT: PARKS & RECREATION

DESCRIPTION:

This position reports to the Recreation/Events Manager and involves planning, preparing, and leading adults, children, and youth in various recreation activities. This position will also assist in supervising the Sports Complex and fields under general to immediate supervision. The team member for this newly created position must work well with people of all ages. Work hours will include and variation of early mornings, evenings, weekends and some holidays. The Recreation Coordinator will be on program site and spend a lot of time interacting with our participants, patrons and part time staff.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability. Must maintain confidentiality.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Provides excellent customer service to both internal and external customers.
- Assists patrons via phone and in person; provides information to the public.
- Registers participants in programs.
- Organizes implements and evaluates activities, classes and programs.
- Coordinates recreation activities with patrons, contract instructors, and outside agencies.
- Observes patron participation at recreation facilities and/or during programs to ensure compliance with policies, procedures and rules.
- Monitors the use of facilities and equipment.
- Performs related duties as required.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Ability to interact tactfully and courteously with the public.
- Ability to establish and maintain effective working relationships with staff, colleagues, other agencies and other city employees.
- Written and verbal communication skills.

MATHEMATICAL ABILITY

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of a variety of recreation programs and activities and recreation programming and facility operations, including ability to schedule and coordinate activities.
- Ability to administer basic First Aid and CPR.

PHYSICAL REQUIREMENTS

- Requires high levels of standing, bending, twisting, squatting, and moving about; lifting may be required.
- Manual dexterity to such a degree as to allow proper assembly, operation, and maintenance of specialized essential job related equipment, and operation of computers, FAX machines, copiers, calculators 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.
- 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 both inside and outside.
- Requires color and depth perception.
- Working in groups of people and crowds that may be moving and changing is necessary.
- Working in varying weather conditions is necessary.
- Working a variety of early morning hours, evening and weekend hours and some holidays is required.

ENVIRONMENTAL ADAPTABILITY

- Ability to facilitate the leisure pursuits of a variety of age groups, interests and abilities.
- Ability to represent the City and Parks and Recreation Department in a professional manner.
- Ability to use a personal computer and word processing software.
- Aptitude for dependability.

GENERAL QUALIFICATIONS:

- Bachelor's Degree in Parks and Recreation, Sport & Leisure Management, Physical Education or equivalent experience.
- Current certification in First Aid and CPR.
- An understanding of cost recovery programming.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

_____ _____

Employee Name (Please Print) Date

_____

Employee Name (Signature)

PARKS & RECREATION DEPARTMENT	APPROVED:
ORDINANCE #:	PAY RANGE:

JOB DESCRIPTION
CITY OF JOPLIN
RECREATION LEADER

TITLE: RECREATION LEADER

DEPARTMENT: PARKS

DESCRIPTION:

Under general supervision of a higher level recreation employee, an incumbent in this class has responsibility for the organization and personal direction of a variety of recreation activities in a particular phase of the recreation program within the guidelines and specific policies of that program. The Recreation Leader conducts activities with assigned groups of all ages, in varying programs and in different indoor/outdoor facilities or centers. This position is distinguished from that of Recreation Coordinator by the degree of responsibility and level of independent judgment utilized. Supervision may be exercised over subordinate personnel, including seasonal and volunteer staff. Does related work as required.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability. Must maintain confidentiality.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Implements the program planned for a facility (e.g. park and rec facilities, memorial hall, playground, gymnasium, game room, etc.);
- Organizes, promotes, and conducts diversified recreation activities such as games, sports, trips, dance, music, story-telling, nature, special events, tournaments, etc.;
- Encourages groups and individuals to participate in offered programs;
- Organizes groups according to age, interest and ability;
- Schedules faculty activities; Supervises play or club activities;
- Plans daily schedule for playground activities; Keeps records of activities and attendance;
- Inspects facilities and equipment as a safety measure;
- Acts as a Sports Official and maintains order at games and contests; Collects entries and makes drawings;
- Keeps records and makes periodic reports;
- Registers program participants, reserves facilities, and provides clerical support functions for the department.
- Work with citizens, participants and customers, while providing quality customer service.
- Attends staff meetings to discuss operations, programs, special problem(s), and community recreation program(s);
- Gives first aid when necessary;
- Distributes and maintains control over equipment and supplies;
- Uses computer applications such as RecTrac, spreadsheets, word processing, calendar, e-mail and database software in performing work assignments.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

PARKS DEPARTMENT	APPROVED:
ORDINANCE #:	PAY RANGE:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Ability to get along well with others.

MATHEMATICAL ABILITY

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Thorough knowledge of first aid.
- Good knowledge of recreation theory and practices.
- Good knowledge of the organization and conduct of one or more types of recreational activities with an emphasis on the organization and conducts of games or athletic events.

PHYSICAL REQUIREMENTS

- While performing the duties of this position, the Recreation Leader may be frequently required to sit, stand, reach, walk, run, manipulate objects tools or controls, and communicate.
- The position may require mobility and the occasional lifting of objects weighing up to 50 pounds.
- Manual dexterity and coordination may be required to operate such as but not limited to, art tools, play equipment, program equipment, and standard office equipment.

ENVIRONMENTAL ADAPTABILITY

- Ability to stimulate and hold the interest of the participants.
- Ability to effectively use computer applications such as spreadsheets, word processing, calendar, e-mail and database software.
- Ability to read, write, speak, understand, and communicate in English sufficiently to perform the essential duties of the position; creativity; reliability; physical condition commensurate with the demands of the position.

GENERAL QUALIFICATIONS:

- High school diploma or HST.
- Supplemented by one (1) to two (2) years responsible experience within a similar community or recreational environment; or an equivalent combination of education, training, and experience.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

_____ _____

Employee Name (Please Print) Date

_____

Employee Name (Signature)

PARKS DEPARTMENT	APPROVED:
ORDINANCE #:	PAY RANGE:

JOB DESCRIPTION
CITY OF JOPLIN
ENGINEERING AIDE

TITLE: ENGINEERING AIDE

DEPARTMENT: PUBLIC WORKS

DESCRIPTION:

Under general supervision, this position is responsible to provide support activities for Project Engineers/Managers by performing engineering tasks and inspection as instructed. The work environment is anticipated to provide exposure to Engineering, Construction and Public Works as a profession through productive real world work.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- This position is responsible to provide support activities for Project Engineers/Managers by performing engineering tasks and inspection as instructed.
- The work environment is anticipated to provide exposure to Engineering, Construction and Public Works as a profession through productive real world work.
- Inspects methods and materials used by contractors to construct all types of public improvements, including major construction projects.
- Ensures conformity with plans and specifications.
- Organizes, prepares, and maintains accurate reports and records of project activities.
- Writes letters regarding compliance on specific issues.
- Completes other written reports and records as needed.
- Participates in the design and/or review and approval of plans and calculations for the design of civil engineering projects.
- Reads and interprets construction blueprints to ensure compliance with approved plans and specifications.
- Performs field investigations.
- Coordinates and participates in the design and/or review and approval of plans and specifications for civil engineering projects, including commercial developments, roads, bridges, channels, and general site construction.
- Use CAD and GIS to prepare engineering and design documents.
- Incorporate as-built information from private development constructed infrastructure in the City GIS program
- Collects field survey data of infrastructure using surveying techniques and/or GPS

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties associated with this position.

- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Demonstrates effective interpersonal relationships in bringing people together to solve problems.

MATHEMATICAL ABILITY

- Knowledge of engineering mathematics including calculus, algebra, geometry and trigonometry.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Ability to function well under deadline situations.
- Ability to perform semi-skilled to more complex design and drafting extract data from various sources

PHYSICAL REQUIREMENTS

- Requires a high level of standing, walking, sitting, and driving.
- Manual dexterity to allow proper use of work related equipment such as keyboards, fax machines, telephones requiring use of fingers, hands and arms.
- Must be sighted including close and distance vision, color vision, peripheral vision, depth perception and adjusting focus, and hearing capable.
- Mobility to such a degree to move about the work area or job site to such a degree as not to compromise safety rules or the safety of self or others while working.
- Requires climbing, balancing, stooping, kneeling, crouching, and/or crawling.
- Frequently lifts and/or carries up to 25 pounds.

ENVIRONMENTAL ADAPTABILITY

- Ability to operate standard office equipment, including telephones, calculators, copiers, FAX machines.
- Skill in using AutoCAD, or comparable software.

GENERAL QUALIFICATIONS:

- Enrollment in an ABET accredited Civil Engineering Program or related Construction Management/Engineering program.
- Minimum of 1 year of Civil Engineering or Construction Management course work.
- Course work or work experience with construction materials testing preferred.
- Course work or work experience with CAD and GIS preferred.
- Any combination of knowledge, experience and skills related to the engineering and/or construction fields.
- Possession of a valid Missouri driver's license.
- Must be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

_____ _____

Employee Name (Please Print) Date

_____

Employee Name (Signature)

PUBLIC WORKS DEPARTMENT	APPROVED:
ORDINANCE:	PAY RANGE:

SECOND &THIRD READING

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 15, 2015

Council Bill No. 2015-613

Item: Agreement with Paragon Architect for Concept Design and Cost Estimate of Broadway/Route 66 attraction/office.

Attachments: 1) Agreement
2) Paragon Support Documents
3) RFQ
4) Bid Tabulation

Department Head:	Patrick Tuttle	Date: 6-10-15
Finance Department:	Leslie Haase	Date: 6-10-15
City Attorney:	Peter C. Edwards	Date: 6/10/15
City Manager:	Samuel L. Anselm	Date: 6/10/15

Introduction:
This Council Bill seeks approval from council permitting staff to engage in an agreement with Paragon Architecture to provide conceptual designs and cost estimates for developing the City owned property in the 1100 block of Broadway Avenue for the purposes of a Route 66 attraction.

Background:
As part of the Joplin Convention & Visitors Bureau's effort to enrich Joplin's Route 66 tourism opportunities, this project will produce a conceptual use and estimated cost for developing the north side of the 1100 block of Broadway Avenue, land owned by the City, into a Route 66 attraction consisting of a visitor's center, public space, gift store and tourism offices. The project will also give consideration to saving or repurposing the existing 100 year old garage. Additionally, this project will serve as a catalyst for a greater enhancement of Broadway Avenue and Joplin's Route 66 corridor.

Summary: Using the City's Qualification Selection Process, 15 responses were received from the April 4th public RFQ notice. A 5-person panel reviewed the submissions and followed criteria from a public service, community development and tourism perceptive in making their final selection.

Recommendation: Staff recommends approval of this agreement.

COUNCIL BILL NO. 2015-613 ORDINANCE NO.

AN ORDINANCE approving an Agreement with Paragon Architecture to develop conceptual designs and cost estimates for the development of a Route 66 attraction, public space and offices on City-owned property on the north side of the 1100 block of Broadway Avenue.

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

Section 1. That the Agreement governing cooperation between the Paragon Architecture and the City of Joplin, Missouri, for services of placing advertising relating to tourism marketing for Convention and Visitors Bureau of the City of Joplin, Missouri, in substantially similar form to that 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 Agreement by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

CITY		ARCHITECT	
CITY OF JOPLIN 602 N. MAIN JOPLIN, MO 64801		Name: **Paragon Architecture** Address: **1310 S. Main Street** **Joplin, MO 64801**	
Attention: **Patrick Tuttle (ptuttle@joplinmo.org)**		Attention: **Brad Erwin (erwin@paragonarchitecture.com)**	
Department: **JCVB – Convention & Visitors Bureau**		Phone: **417.885.0002**	Fax -
Phone: **417.625.4789**	Fax: **417.624.7948**		

AGREEMENT FOR PROFESSIONAL ARCHITECTURE CONSULTING SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

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

5. **Personnel**. The Architect represents that Architect will secure at Architect's own expense, all personnel required to perform the services called for under this contract by Architect. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Architect. All of the services required hereunder will be performed by the Architect or under

Architect's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____

Name and Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Architect:

PARAGON ARCHITECTURE INC

By: _____

Printed Name: BRAD EWIN

Title: PRESIDENT

Date: 05/18/2015

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

CITY		ARCHITECT	
CITY OF JOPLIN 602 N. MAIN JOPLIN, MO 64801		Name: **Paragon Architecture** Address: **1310 S. Main Street** **Joplin, MO 64801**	
Attention: **Patrick Tuttle (ptuttle@joplinmo.org)**		Attention: **Brad Erwin (erwin@paragonarchitecture.com)**	
Department: **JCVB – Convention & Visitors Bureau**		Phone: **417.885.0002**	Fax -
Phone: **417.625.4789**	Fax: **417.624.7948**		

WORK AUTHORIZATION NUMBER 1
TO AGREEMENT FOR PROFESSIONAL ARCHITECTURE CONSULTING SERVICES

City and Architect agree to amend their Agreement for Professional Architecture Consulting Services to include a scope of work and fees for architecture services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Architect and the Architect agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City may add to the Architect services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Architect shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the office of the City Manager and shall be accepted and countersigned by the Architect.

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

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Architect providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Architect shall notify the City if Architect anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Architect shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Architect in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Architect for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Architect under the terms of this work Authorization Number 1 exceed the sum of Fourteen Thousand Nine Hundred Dollars ($ 14,900).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Architect, the Architect shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Architect to maintain adequate insurance coverage at all times during the term

of the Contract. Failure of the Architect to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Architect. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Architect agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Architect, its employees, officers or agents. Architect agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Architect shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

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

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

7. All other terms and conditions of the original Agreement shall remain in effect.

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Architect: PARAGON ARCHITECTURE INC

By: _____

Printed Name: BRAD ERWIN

Title: PRESIDENT

Date: 05/18/2015

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas A. Heatherly, Director of Public Works

Date: _____

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ARCHITECTURE

430 S Glenstone Ave
Springfield MO 65802
paragonarchitecture.com
p **417.885.0002** f **417.868.0072**

EXHIBIT A – DESCRIPTION of SCOPE of SERVICES

Basic Services
The Scope of Basic Services proposed by the Architect for the successful completion of this Project shall include, and be limited to, the following work as outlined below:

Programming, Conceptual Design & Master Planning Phase Services
- Review and coordination of existing site from readily available site information
  - Geotechnical and site survey not included
- Preparation and review of project programming with CVB staff
- Preparation of space schematic diagrams based upon CVB provided programming
- Building code due diligence review and analysis
- Zoning code due diligence review and analysis
- Evaluation of Owner's project budget
- Evaluation of project schedule
- Prepare for and attend Pre-Application Conference with City of Joplin
- Conceptual site development planning
- Regular correspondence with Owner's representative (phone, e-mail, etc.) as required by the work
- Attend/Participate in Owner/Consultant coordination and review meetings or teleconferences

Deliverables
- Program based on information provided by CVB at kickoff meeting
- Conceptual floor plan
- Conceptual elevation of Broadway elevation
- Conceptual site plan
- Opinion of Preliminary Probable Construction Cost

Schedule
- May 28th Internal team design charrette
- June 16th 2:00 CVB Board meeting – present preliminary exteriors and floor plan
- June 18th 5:00 pm – present cost estimate
- July 6th and July 20th – City Council meeting – present final renderings and be present for questions
- Potential start of Phase 2 in September or November 2015

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EXHIBIT A: Scope of Services

	LEGEND		PROJECT INFO
X	Included as Basic Service		City of Joplin JCVB – Convention & Visitors Bureau - Route 66 Visitors Center
#	Number Included-Quantity		
A	Additional Service		Phase One – Conceptual Design and Cost Estimating May –July 2015
R	Reimbursable Expense		Phase Two – Separate/Future Contract
	If blank = Excluded/Not in Contract		
	Client=CL Architect =AR Consultant=C		

BASIC SERVICES

	9.02.1	Geotechnical Engineering (Soil Borings)		Phase Two services or by City of Joplin
	9.02.2	Topographical or Boundary Survey		Phase Two services or by City of Joplin
	9.02.3	Civil Engineering		Phase Two
	9.02.4	Landscape Architecture		Phase Two
	9.02.5	Structural Engineering		Phase Two
	9.02.6	MEP Engineering		Phase Two
	9.02.7	Audio/Visual/Telecom/Data/Security		Phase Two
	9.02.8	Specialty Lighting Design		Phase Two
	9.02.9	Kitchen/Food Service Design		n/a
	9.02.10	Commissioning Agent		n/a
	9.02.11	Special Inspections & Third Party Material Testing		City of Joplin
		Other: _____		

	PROGRAMMING		**#**	**Responsibility**
X	1.01.1	Review Furnished Program, Budget, Schedule		AR
	1.03	Agency Consulting/ Review/ Approval		
	1.03.1	Zoning and Land Use review		
X	1.05	Programming		AR
	1.05.1	Programming Charette		
	1.06	Space Schematics/ Flow Diagrams		
	1.06.1	Square Foot, Area, and Space Requirements Analysis		
	1.07	Existing Facility Survey for AsBuilt Drawings		
X	1.09	Feasibility Study		AR
	1.31	Project Budgeting		
X	1.33	Presentation(s) or Board Meetings	1	AR with schematic design
X	1.42	Site Visit(s)	2	AR

MASTER PLANNING AND SITE ANALYSIS

X	2.03.1	Pre-Application Conference		AR
X	2.03.2	Planning and Zoning Coordination		AR
	2.09	Economic Analysis		
	2.13	Site Analysis and Selection		
X	2.14	Site Development Planning		AR
	2.19	Zoning process assistance		
X	2.21	Site Plan(s) Design Documentation		AR
X	2.21.1	Revision(s) to Site/ Master Plan	1	AR
X	2.33	Client Presentation(s)	1	AR with schematic design
	2.33.3	Fundraising Material		
X	2.34	Presentation(s) or Board Meetings	1	AR with schematic design

CONCEPTUAL DESIGN

	3.01.1	Client Meetings(s)		
X	3.01.4	Schematic Review Meeting(s)	1	AR prior to Board meeting
	3.03	Agency Consulting / Review / Response		
	3.03.2	Pre-Application Conference		

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X	3.21	Architectural Design/ Conceptual Scheme(s)	1-2	AR
X	3.21.1	Revision(s) to Conceptual Design	1	AR
X	3.21.2	Exterior Rendering(s)	1	AR
	3.21.3	Interior Rendering(s)		
	3.33	Presentation Rendering(s)		
X	3.34	Presentation(s) or Board Meetings	1	AR

DESIGN DEVELOPMENT

	4.01.1	Client Meetings(s)		
	4.01.4	Project Development Review Meeting(s)		
	4.02.1	Development Building Design Review		
	4.21	Architectural Development Documentation		
	4.21.1	Revise Design Development Documents		
	4.21.2	Exterior Rendering(s)		
	4.21.3	Interior Rendering(s)		
	4.21.4	Progress set(s) 50% DD		
R	4.21.5	Progress set(s) 100% DD		
	4.27.1	Furniture layouts and selections		
	4.29.1	Outline Specifications		
	4.32	Estimate Probable Construction Costs		
	4.33	Presentation Rendering(s)		
	4.34	Presentation(s) Board Meetings		

CONSTRUCTION DOCUMENTS

	5.01.1	Const. Documents Coordination Meeting(s)		
	5.01.2	Documents Sign-Off Meeting		
	5.01.3	Documents Wrap-Up Meeting		w/ Sign Off
	5.02.1	Pre-Permit Application Conference		
	5.03	Permit Agency Submittal		
	5.03.1	Agency Reviews and Responses		
	5.21	Architectural Construction Documentation		
	5.21.1	Life Safety Compliance Plan(s)		
	5.21.2	Final Code Compliance Matrix(s)		
	5.21.3	Millwork Document Drawing(s)		
R	5.21.4	Progress set(s) 50% CD		
R	5.21.5	Progress set(s) 100% CD		
	5.21.6	Respond to Permit Review Comments		
	5.28	Specifications		
	5.28.1	Final Building Materials and Finishes		
	5.30.1	Fast Track Construction Coordination		
	5.33	Final Rendering(s)		
	5.34	Presentation(s) Board Meetings		

SPECIFICATIONS

	5.28	Book Specification		
	5.28.1	Sheet Specifications on Drawings		
	5.28.2	Red Mark Client Supplied Specifications		

BIDDINIG

	6.01	Administration		
	6.01.1	Pre-Bid Conference		
	6.01.2	Respond to Bidder Questions & Addendums		
	6.36	Bidding / Negotiations		
	6.37	Analysis of Alternates/Substitutions		
	6.38	Analysis of Bids		
	6.39	Attend Bid Opening Conference		
R	6.40	Construction Contract Agreements		
R	6.97	Bid Sets		
A	6.98	Value Engineering		

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CONSTRUCTION

	7.01	Administration		
	7.01.1	Pre-Construction Conference		
	7.01.2	Construction Progress Meetings		
	7.34	Presentation(s) Board Meetings		
	7.41	Office Construction Administration		
	7.41.1	RFI Contractor Coordination		
	7.41.2	Review Shop Drawings and Submittals		
	7.41.3	Respond to Contractor RFIs/ASIs		
	7.41.4	Review Contractor Pay Requests		
	7.42	Site/ Field Observation Visit(s)		AR with Progress Meetings
	7.42.1	Construction Observation Reports		
	7.42.2	Substantial Completion Inspection		
	7.42.3	Punch List Validation Visit		
	7.46	Prepare Change Orders		
	7.49	Project Closeout		
	7.50	Review O&M Manuals		
	7.52.1	Prepare Record Drawings		

POST OCCUPANCY SERVICES

	8.51	Start-up Assistance		
	8.53	Warranty Assistance		
	8.53.1	One Year Warranty Observation/ Report		

SUSTAINABLE DESIGN STRATEGIES

		Proposed LEED (Certified) Level NC		
	10.01	Identify & Develop Sustainable Design Goals		
	10.01.1	Assist in Developing Sustainable Design Strategies		
	10.01.2	Identify Likely & Potential LEED Credits to Pursue		
	10.02	Sustainable Design Strategies		
	10.02.1	Envelope		
	10.02.2	Daylighting		
	10.02.3	Mechanical & Electrical Systems		
	10.02.4	Water Use Reduction & Storm Water Management		
	10.02.5	Materials & Resource Conservation		
	10.02.6	Indoor Environmental Quality		
	10.03	Whole Building Energy Analysis		
R	10.04	LEED Certification & Submission Fees		

ADDITIONAL SERVICES

	10.11	Scale Model Construction		
	10.12	Life Cycle Cost Analysis		
	10.14	Energy Studies		
	10.70	Tenant Related Services		
	10.71	Graphic Design		
	10.73	Non-Building Equipment Selections		
	10.74	Project Promotion/Public Relations		
	10.75	Leasing Brochures or Fire Evacuation Plans		
	10.76	Expert Witness or Other Legal Proceedings		
	10.77	Materials and System Testing		
	10.81	Mock Up Services		
	10.82	Still Photography		
	10.83	3D CADD Model Fly Through		
	10.86	Digital Data Transmission to Owner's Consultant		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Advisor Insurance Agency
PO Box 686 - 101 Willey Street
Willard, MO 65781
Phone (417) 742-6826 Fax (417) 742-0188

CONTACT NAME: Kirk Reisner
PHONE (A/C, No, Ext): (417) 742-6826 FAX (A/C, No): (417) 742-0188
E-MAIL ADDRESS: kirk@insurancenerd.net

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Sentenial Ins Co LTD	11000
INSURER B :	Hartford Accident and Idemnity Co	22357
INSURER C :	Travelers Casualty and Surety of America	
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Paragon Architecture, Inc.
430 S Glenstone Ave
Springfield MO 65802-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	Y		37SBAAO5862	04/07/2015	04/07/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000.00 $ 1,000,000.00 $ 10,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00
A	**AUTOMOBILE LIABILITY** ☑ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS			37UECAQ8315	01/03/2015	01/03/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000.00 $ $ $
A	☑ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☑ RETENTION $ 10,000.00			37SBAAO5862	04/07/2015	04/07/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000.00 $ 2,000,000.00
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		37WBCJL0196	04/07/2015	04/07/2016	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00
C	Professional Liability			105421842	03/26/2015	03/26/2016		1,000,000/2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

As per reqirement is contract at job location 1109-1111 East Broadway Street, Joplin, MO 64801

CERTIFICATE HOLDER

City of Joplin, MO
c/o Public Works
602 S. Main
Joplin, MO 64801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kirk N Reisner

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(Advertisement)

CITY OF JOPLIN

REQUEST FOR ARCHITECTURAL SERVICES

The City of Joplin is requesting qualification statements from qualified firms to provide professional architectural services for a new Route 66 Visitors Center and Convention and Visitors Bureau Administrative Offices. Interested firms are directed to the City of Joplin web site to acquire a complete RFQ document for this project at: http://joplinmo.org/bids.aspx . All submittals are to be addressed to City of Joplin, Attn: Mr. Patrick Tuttle, 602 S. Main, Joplin, Missouri 64801 and must be received on or before 10:00 AM CDST, April 16, 2015.

A general description of scope of work is in Exhibit "A" of the RFQ. A detailed scope of work will be developed in conjunction with the selected firm as part of the contract development process.

CITY OF JOPLIN reserves the right to refuse and reject any or all qualifications and to waive any or all formalities or technicalities or to accept the firm(s) who CITY OF JOPLIN in its sole discretion determines to be most qualified, and hold the qualification for a period of 90 days without taking action. Qualifications submitted past the deadline date and time will not be accepted. **Caution to those submitting qualifications; those not in the proper form may be rejected.**

REQUEST FOR QUALIFICATIONS (RFQ)
FOR ARCHITECTURAL SERVICES

CITY OF JOPLIN
REQUEST FOR ARCHITECTURAL SERVICES

PURPOSE OF RFQ

CITY OF JOPLIN invites the submittal of responses to this Request for Qualifications (RFQ) from qualified firm(s) interested in providing architectural services in connection with the development of a Route 66 Visitors Center and Convention and Visitors Bureau Administrative Office facility as herein outlined.

LOCATION

CITY OF JOPLIN is planning to construct a Route 66 Visitors Center and Convention and Visitors Bureau Administrative Office facility in the 1100 block of east Broadway, Joplin, Missouri. The scope of this project includes the preparation of a demolition and salvage plan for the existing structure on the property, including a plan to repurpose/reuse certain elements of the existing structure and the development of a conceptual plan for the site and the proposed new visitors center and administrative offices. A portion of the work will include the preparation of artistic renderings of the front elevation and a site plan inclusive of a conceptual layout of the visitor's center and administrative offices. All work is in Joplin, Missouri. CITY OF JOPLIN intends to competitively bid the project to qualified general contractors who will perform the work according to plans and specifications proposed by the qualified firm chosen pursuant to this RFQ.

OBJECTIVE

CITY OF JOPLIN proposes to retain a highly qualified, capable firm(s) to act as the Architect during the planning of the project for not-to-exceed price as will be determined with the selected firm based upon a detailed scope of work to be developed after a qualified architectural firm is chosen.

Those firm(s) who participate in this RFQ process are sometimes referred to as "Respondents" and "Architects". CITY OF JOPLIN will give prime consideration to the Architect with significant, current experience in the development, design, renovation, and construction, of similar buildings and projects. CITY OF JOPLIN reserves the right to negotiate with one or more parties and is not obligated to enter into any contract with any Respondent on any terms or conditions.

SCOPE OF WORK

The selected Architect will be required to perform the basic architectural and engineering services to be specified more fully in a contract agreement to be negotiated after selection. The contract agreement will provide for payment for phases of work completed with options to proceed through all phases or to discontinue work as the circumstances may dictate. Upon the initial selection of a Respondent based upon qualifications, with whom negotiations will proceed, a detailed Scope of Work will be developed. CITY OF JOPLIN anticipates a contract which will include a demolition/salvage plan and schematic/concept design, production of computer generated renderings, and cost estimations; however, CITY OF JOPLIN reserves the right to include additional project elements in the initial or subsequent professional services agreements as CITY OF JOPLIN may (in its sole discretion) deem appropriate. CITY OF JOPLIN will not use the standard AIA contract documents to secure the professional services herein described. The Architect will be required to retain and be responsible for all basic engineering disciplines such as mechanical, electrical, plumbing, fire protection, landscape architecture, civil engineering, and structural engineering as appropriate for the Scope of Work negotiated. The Architect is also required to identify and select the appropriate sub-consultants; however, CITY OF JOPLIN reserves the right to approve proposed sub-consultants that will be associated with the Project.

PROJECT FUNDING

Funding for the work described herein will be provided by CITY OF JOPLIN.

SELECTION PROCESS

Selection of firm(s) will follow the submittal-interview process.

From a review of the statements of qualification received, CITY OF JOPLIN intends to evaluate the proposals and possibly invite one or more firms to be interviewed before making a final selection of a firm for this project. CITY OF JOPLIN will notify firms of the date and time of the interview. ***CITY OF JOPLIN reserves the right to make a selection based solely on statements of qualifications received.*** CITY OF JOPLIN may request that presentations be made to the Joplin Convention & Visitors Bureau Advisory Board.

The selected respondent whose selection was based on qualifications will then negotiate with CITY OF JOPLIN on a not-to-exceed fee and contract conditions. If a reasonable fee cannot be achieved with the respondent of choice, negotiations will proceed with the second most-qualified respondent until a mutually agreed contract can be negotiated.

EVALUATION CRITERIA

The criteria used to evaluate the RFQ responses will include, but not be limited to, the following (items listed below are not listed in order of importance):

A. Qualifications of Firm (10 points)
   Qualifications of firm, specifically as they relate to this Project.
B. Firms Experience on Similar Projects (10 points)
   Related project experience of the firm(s) and the individuals who would be assigned to this Project.
C. Available Resources to Complete Project (10 points)
   This criterion would include the analytical, design tools, personnel, resources or methodologies commonly used by the firm that may be applicable to the project categories.
D. Responsiveness to the RFQ (5 points)
   This would include any documents submitted such as concept plans, space planning, and design concepts and other related items.
E. Professional References (10 points)

ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

A. **No Gratuities** – Respondents will not offer any gratuities, favors, or anything of monetary value to any official or employee of CITY OF JOPLIN for the purpose of influencing this selection. Any attempt by a Respondent to influence the selection process by any means other than disclosure of qualifications and credentials through the proper channels, will be grounds for exclusion from the selection process. Accordingly, contacts with members of CITY OF JOPLIN, which are outside of the establish process should not be initiated.

B. **All Information True** – By submitting a response, Respondents represent and warrant that all information provided in the response submitted shall be true, correct and complete. Respondents who provide false, misleading or incomplete information, whether intentional or not, may be excluded.

C. **Interviews** – After the initial evaluation of the statements of qualifications, Respondents will be notified of their status in the selection process. Respondents who are "short-listed" should expect and anticipate subsequent interviews which will most likely focus not only on the Respondent's approach, but on an appraisal of the persons who would be directly involved in the Project. "Short listed" respondents may be asked to make a presentation to the CITY OF JOPLIN Board. ***CITY OF JOPLIN reserves the right to make a selection based solely on statements of qualifications received.***

D. **Inquires** – Please refrain from contacting CITY OF JOPLIN staff to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.

E. **Cost of Responses** – CITY OF JOPLIN will not be responsible for the costs incurred by anyone in the submittal of responses.

F. **Contract Negotiations** – This RFQ is not a contract or a commitment of any kind. If this RFQ results in a contract offer by CITY OF JOPLIN, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations.

G. **No Obligation** – CITY OF JOPLIN reserves the right to evaluate the responses submitted; waive any irregularities therein; select candidates for the submittal of more detailed or alternate proposals; accept any submittal or portion of submittal; reject any or all Respondents submitting responses, should it be deemed in CITY OF JOPLIN's best interest; or cancel the entire process.

H. **Professional Liability Insurance** – The Respondent shall have the appropriate liability insurance written by an insurer authorized to transact insurance in the State of Missouri.

SUBMITTAL INSTRUCTIONS
Sealed submittals are required. An original and four copies of the responses are to be delivered to Joplin Convention and Visitors Bureau, at the address set forth below at or before 10:00 AM, CDST, on April 16, 2015. All submittals must be labeled:

REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES
FOR Route 66 Visitors Center and CVB Administrative Offices
CITY OF JOPLIN
ATTN: Mr. Patrick Tuttle

602 S. Main

Joplin, Missouri 64801

To enable CITY OF JOPLIN to efficiently evaluate the responses, it is important that the Respondents follow the required format in preparing their responses. Responses that do not conform to the prescribed format may not be evaluated.

Pages shall be no larger than letter size (8 ½" by 11") or, if folded to that dimension, twice letter size (11" by 17") each section (defined below) shall be separated by a tabbed divider. Elaborate covers and permanent binders are not required.

PLEASE CLEARLY MARK "CONFIDENTIAL/PROPRIETARY" ANY INFORMATION THAT YOU SEEK TO PROTECT FROM PUBLIC DISCLOSURE UNDER THE MISSOURI PUBLIC INFORMATION ACT AND SUBMIT SUCH INFORMATION A SEPARATELY MARKED ENVELOPE. CITY OF JOPLIN CANNOT ASSURE ANY RESPONDENT THAT INFORMATION THAT IS MARKED CONFIDENTIAL/PROPRIETARY WILL REMAIN PRIVATE, HOWEVER, IN THE EVENT OF A REQUEST FOR SUCH INFORMATION UNDER THE PUBLIC INFORMATION ACT, CITY OF JOPLIN WILL TIMELY NOTIFY YOU IN WRITING OF THE REQUEST AND YOU WILL BE AFFORDED THE RIGHT TO SUBMIT BRIEFING TO THE MISSOURI ATTORNEY GENERAL.
CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Please include an outside cover and/or first page, containing the name of the Project.

A table of contents should be next, followed by dividers separating each of the following sections:

- **Divider #1: Firm Information**
  a. Firm name, addresses, and telephone numbers of all firm offices.
  b. Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.
  c. Year's firm has been in business.
  d. Name of principals in firm.
  e. Primary contact.
  f. Organizational description.
  g. Description of firm's philosophy.

- **Divider #2: General Company History/Qualifications**
  a. A brief history of the Architect and the services routinely provided in-house on municipal (or related) building projects.
  b. An organization chart that explains team member responsibilities.
  c. Name of the Project Team Leader in charge of project.
  d. The resumes of all persons to be assigned to the project with their prospective roles identified.
  e. Documentation that the firms on the Architect's team (architects and engineers) are registered in the State of Missouri.

- **Divider #3: Financial and Legal Status**
  a. Describe the general financial capability of the Respondent. If requested during the selection or negotiation process a financial statement and balance sheet may be required.
  b. List any actions taken by any regulatory agency against or involving the firm or its agents or employees with respect to any work performed.
  c. List all litigation against or involving the firm or its agents or employees with respect to any work performed.
  d. All insurance coverage that the firm has which would be applicable to the work.

- **Divider #4: Experience and References**
  a. Discussion of Architect's experience in working with government Agencies.
  b. List of representative Governmental projects, whether ongoing or completed, including references. Please begin with projects in Missouri. For each, please provide:
     i. Project name and location
     ii. Year completed
     iii. Short description of project
     iv. Name, addresses, and phone numbers of owner and contact person tasked with daily responsibilities of project
     v. Cost of Construction for project
     vi. Names, addresses and telephone numbers of general contractor and engineer
     vii. Design and construction cost and whether or not it was completed on time
     c. List of all projects currently under contract

• **Divider #5: Management and Organizational Approach**

On two pages or less, please describe your management and organization approach to the project. The following should be addressed within this description:

a. Describe your firm's understanding of the project.

b. Describe how the firm will organize to perform the services.

c. Description of Architect's approach to code analysis and jurisdictional approvals.

EXHIBIT "A"
GENERAL DESCRIPTION OF SCOPE OF WORK

CITY OF JOPLIN is planning to construct a Route 66 Visitors Center and Convention and Visitors Bureau Administrative Office facility in the 1100 block of east Broadway, Joplin, Missouri. The scope of this project includes the preparation of a demolition and salvage plan for the existing structure on the property, including a plan to repurpose/reuse certain elements of the existing structure and the development of a conceptual plan for the site and the proposed new visitors center and administrative offices. A portion of the work will include the preparation of artistic renderings of the front elevation and a site plan inclusive of a conceptual layout of the visitor's center and administrative offices. The selected design firm shall also provide an opinion of probably cost for the facility envisioned by the stakeholders, including a breakdown of all estimated professional fees, administrative costs, construction cost of the facility and all site work required for a complete and functional facility.

It is desired that the structure will be designed, contracted and built in a manner that incorporates materials and systems that will minimize the operation and maintenance cost while at the same time enhance Joplin's position among Route 66 communities and set the standard for historical redevelopment and commercial enhancement of the Broadway streetscape.

It is the intent of this scope of work to remove the existing structure from the site and to develop a demolition plan with will result in certain elements of that structure being repurposed into the design of the proposed new facility. The selected firm shall be expected to provide professional design services to develop a schematic/conceptual plan for a mixed use facility that will house a public visitor center with a "Route 66" theme and incorporate the required administrative offices within the same structure. It can be expected that the selected firm will be required to attend various stakeholder meetings to develop the vision for this facility and to use that information in the preparation of the conceptual plan.

Color renderings of the vision concepts shall be prepared for use by the City Staff in presentations to community stakeholders. The selected firm will be expected to attend those meetings and be prepared to make some or all of the presentations. A conceptual floor plan showing a layout of the various spaces along with an overall site plan will also be required. All such visual aid products will be computer generated and printable to a 24" X 36" format. All digital data shall be provided to the City.

The initial contract and scope of services will not include preparation of preliminary or final design plans or specifications. The City does not have funding to proceed with those future phases. It is the intent of the City to continue to work with the selected firm for future phases of this project, and if the funding can be secured in a timely manner, and the selected firm performs satisfactory during this initial phase, then the City will highly consider issuing an additional work authorization for that work.

CITY OF JOPLIN, MISSOURI
RFQ EVALUATION FORM

PROJECT #: RFQ 040215

PAMEL REVIEW SCORES FOR: RFQ to hire Architect for Broadway / Route 66 project

		Max Score			1 Tompkins Architects	2 SFS Architecture	3 Paragon Architecture	4 DRAW Architecture and Urban Design	5 Hood-Rich Architecture	6 CGA Architecture	7 Brennfoerder Architectural Services	8 PLJBD Architecture & Strustural Engineers	9 Ross Barney Architects	10 Archimages	11 Modus Studio Architecture and Prototyping	12 Yaeger Architecture, Inc.	13 Design LAB Architects	14 Susan Richards Johnson & Associates, Inc.	15 HJM Architects
1	Qualifications of Firm	(10 points)	Qualifications of firm, specifically as they relate to this Project.	A	5	5	9	5	6	9	5	7	5	6	5	5	5	6	6
				B	7	8	8	8	8	9	6	6	8	9	8	7	9	9	8
				C	8	10	8	8	8	10	6	10	8	8	8	8	9	9	9
				D	8	10	9	8	8	10	7	9	8	10	8	8	8	10	8
				E	8	8	8	4	5	8	5	8	6	6	7	5	7	6	4
2	Firms Experience on Similar Projects	(10 points)	Related project experience of the firm(s) and the individuals who would be assigned to this Project.	A	5	4	8	5	6	9	5	8	5	7	5	5	5	6	6
				B	6	9	10	8	5	8	5	6	6	7	6	7	10	8	8
				C	5	8	10	10	6	10	5	8	6	6	6	6	9	10	8
				D	8	9	8	7	7	8	7	8	8	8	8	8	7	8	8
				E	6	8	9	5	5	9	5	7	5	6	6	5	7	5	4
3	Knowledge of Route 66	(10 points)	A large part of this project will be to create the facade and building usefullness to attract Route 66 travelers and provide a "landmark" appeal.	A	5	8	8	5	5	8	5	7	5	6	5	5	5	5	5
				B	5	10	8	5	5	10	5	6	5	7	6	5	8	8	8
				C	6	10	10	8	8	10	10	8	8	3	3	3	6	10	8
				D	8	10	8	7	7	8	8	9	8	8	8	8	7	7	7
				E	6	8	7	4	4	6	6	7	4	4	4	4	6	5	4
4	Available Resources to Complete Project	(10 points)	This criterion would include the analytical, design tools, personnel, resources or methodologies commonly used by the firm that may be applicable to the project categories.	A	7	6	8	6	7	9	5	7	7	7	6	5	5	5	6
				B	5	9	7	8	5	8	7	5	9	8	9	7	9	8	9
				C	10	8	9	8	9	9	5	8	10	10	8	8	8	8	8
				D	8	9	9	7	7	10	8	8	8	10	8	8	7	8	7
				E	7	7	7	5	5	7	6	7	6	6	5	6	6	6	5
5	Responsiveness to the RFQ	(5 points)	This would include any documents submitted such as concept plans, space planning, Route 66 and design concepts and other related items.	A	5	5	5	5	5	5	4	5	5	5	4	3	5	3	5
				B	2	4	7	3	3	5	4	3	4	4	3	3	3	3	4
				C	2	5	5	2	2	2	5	1	4	2	2	2	2	2	3
				D	3	5	5	3	3	4	5	4	5	3	5	5	5	3	3
				E	6	6	8	2	2	6	4	7	4	5	5	4	7	5	4
6	Professional References	(10 points)		A	5	5	8	5	6	8	5	7	6	7	5	5	5	6	6
				B	10	8	10	6	8	8	6	8	6	10	6	5	7	7	8
				C	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
				D	10	10	10	8	8	10	8	10	10	10	10	10	10	10	8
				E	5	5	7	4	4	6	2	6	5	6	4	4	6	4	4
		TOTALS	Dan Salisbury	A	32	33	46	31	35	48	29	41	33	38	30	28	30	31	34
			Taylor Cinningham	B	35	48	50	38	34	48	33	34	38	45	38	34	46	43	45
			Brian Kelly	C	41	51	52	46	43	51	41	45	46	39	37	37	44	49	46
			Mike Wilson	D	45	53	49	40	40	50	43	44	47	49	47	47	44	46	41
			Patrick Tuttle	E	38	42	46	24	25	42	28	42	30	33	31	28	39	31	25
			AVERAGED RATING		38	45	49	36	34	46	35	42	39	41	37	35	41	40	38
					Tompkins Architects	SFS Architecture	Paragon Architecture	DRAW Architecture and Urban Design	Hood-Rich Architecture	CGA Architecture	Brennfoerder Architectural Services	PLJBD Architecture & Strustural Engineers	Ross Barney Architects	Archimages	Modus Studio Architecture and Prototyping	Yaeger Architecture, Inc.	Design LAB Architects	Susan Richards Johnson & Associates, Inc.	HJM Architects
		05/05/15	Panel Discussion Choice			#3	#1			#2		#4							

NEW BUSINESS

- Appointments to Boards/Commissions

- News from the Public Information Office