VILLAGE OF CENTERTOWN

RESOLUTION NO. 01-2020

Resolution authorizing the signing of an agreement with the Mid-Missouri Regional Planning Commission.

WHEREAS under the terms of this Agreement, Mid-Missouri Regional Planning Commission will perform professional grant administration as stated in attached agreement pertaining to the Village’s Community Development Block Grant (CDGB) for the development and installation of a new water tower and update of water lines.

NOW, THEREFORE, be it resolved by The Centertown Board of Trustees

1. That Chairman Adam Brown is hereby authorized to execute and sign an agreement on behalf of the Village of Centertown with the Mid-Missouri Regional Planning Commission for professional and administrative services in the grant administration of the Village’s Community Development Block Grant contingent upon approval of grant award.

2. That Adam Brown, Chairman, is hereby authorized and directed to furnish such information as the Mid-Missouri Regional Planning Commission may reasonably request in connection with this agreement which is herein authorized, to sign all necessary documents on behalf of the applicant, and to furnish such assurances to the Mid-Missouri Regional Planning Commission as may be required.

3. The maximum amount the Village shall pay for performance of this agreement shall not exceed $25,000

 without written consent from the Village.

4. This Agreement may be terminated by either party upon ten days’ written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof as detailed in agreement.

Resolved this \_\_ day of \_\_\_\_\_, 2020, by the following vote:

Aye Nay

Adam Brown \_\_\_\_ \_\_\_\_\_

Celine Whitaker \_\_\_\_ \_\_\_\_\_

Heather Hunger \_\_\_\_ \_\_\_\_\_

Sherry Kempf \_\_\_\_ \_\_\_\_\_

Paula Hinshaw \_\_\_\_ \_\_\_\_\_

**Agreement**

# Between City of Centertown and Mid-Missouri Regional

# Planning Commission for

 **Professional Administration Services**

The following is an agreement made on this \_\_\_\_ day of February 2020, between the **City of Centertown (Owner)**, and the **Mid-Missouri Regional Planning Commission (Consultant)**. The owner intends to perform a community development project, and the owner and consultant in consideration of their mutual covenants herein agree in respect of the performance of professional administration services by consultant and the payment for those services by owner as set forth below. Consultant shall provide professional grant administration services for owner in all phases of the project to which this agreement applies, serve as the owner's representative for the project as set forth below, and shall provide professional consultation services hereunder.

**Section 1 - Basic Services for Consultant**

The consultant shall:

1.1 Perform professional, administrative services as hereinafter stated which include the administration of the owner's Community Development Block Grant (CDBG) **for project number \_\_\_\_\_\_\_\_**. The specific services of the consultant are indicated in *Exhibit A, Scope of Services*.

**Section 2 - Owner's Responsibilities**

The owner shall:

2.1 Provide all criteria and full information as to owner's requirements for the project and furnish copies of all documents related to the project.

2.2 Assist consultant by furnishing all available information pertinent to the project including previous reports and any other data relative to the project.

2.3 Give prompt written notice to consultant whenever owner observes or otherwise becomes aware of any development that affects the scope or timing of the consultant's services.

2.4 Bear all costs incident to compliance with the requirements of Section 2.

**Section 3 - Period of Service**

3.1 The provisions of this Section 3 and the rates of compensation for the consultant's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion.

3.2 The contractor agrees to complete the project by the ending date identified in the owner's “Grant Agreement" with the Missouri Department Economic Development (MO DED) for the CDBG Program from which part of the project has been financed.

3.3 If the owner has requested significant modifications or changes in the extent of the project, the time of performance of consultant's services and his rates of compensation shall be adjusted appropriately.

**Section 4 - Payments to Consultant**

4.1 The maximum amount the owner shall pay the consultant for performance of this agreement shall not exceed **$25,000** without written consent by the owner. Compensation will be based on time, expenses, materials, and overhead documented in a manner acceptable by the owner.

4.2 Billings will be made at the completion of the following milestones:

* 25% of total Administrative Costs will be billed when CDBG issues “Project Approval Release of Funds” letter and “Removal of Grant Conditions” has been issued.
* 50% of total Administrative Costs will be billed upon approval of contractors’ first payroll submission.
* 75% of total Administrative Costs will be billed upon 50% of contractors’ draw down.
* 90% of total Administration Costs will be billed prior to final paper work.
* 10% of total Administration Costs will be billed after final CDBG closeout approval.

Owner shall make prompt payments in response to consultant’s statements.

**Section 5 - General Considerations**

5.1 The obligation to provide further service under this Agreement may be terminated by either party upon ten days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

5.2 The consultant shall comply with all applicable rules, regulation, laws and requirements in relation to the CDBG Program as distributed by MO DED.

5.3 The owner and consultant each binds him/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations to this Agreement.

5.4 Neither owner nor consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in paragraph 5.3 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to or assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent consultant from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

**Section 6 - Special Provisions and Exhibits**

6.1 The following exhibits are attached to and made a part of this Agreement.

6.1.1 *Exhibit A, Scope of Services,* consisting of 1 page.

 6.1.2 *Exhibit B, Terms and Conditions*, consisting of 5 pages.

6.2 This Agreement (consisting of pages 1 to 10, inclusive) together with the exhibits identified above, constitute the entire agreement between the owner and consultant and supersede all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

In witness whereof, the parties hereto have made and executed this Agreement, as of the day and year first above written.

**Owner:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Consultant**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **EXHIBIT A – SCOPE OF SERVICES**

The consultant shall complete, in a professional and timely manner, the following services relative to the owner's CDBG Program. Such actions shall be performed in a manner prescribed by the MO DED.

1. Financial Management (accounting, file maintenance, cost documentation, A-87 conformance, Request for Funds preparation, Budget Status Report preparation, bank statement reconciliation and related matters).

2. Environmental Review – Services included: Designation as Environmental Review Officer; Completion of Environmental Review Record for Exempt, CENST, CEST, Environmental Assessment projects; Notification of proposed project to all required state and federal agencies and tribal organizations; Preparation of the Finding of No Significant Impact (FONSI) and other publications; Services exclude the preparation of an Archeological Survey, a Phase I or II Environmental Site Assessment, or an Environmental Impact Statement.

3. Labor Standards Compliance.

4. Civil Rights Compliance.

5. Public Participation Requirements (owner to pay for public notices).

6. Preparation of procurement documents for professional and construction contracts not being developed by other professional staff, except for engineering specifications and related contract documents; and a recommendation of successful proposal or bids.

7. Preparation of contract documents, except for engineering specifications.

8. Administer procedures required by the "Uniform Act" in relation to the acquisition of property.

9. Completion of CDBG closeout forms and required performance reports.

 **EXHIBIT B – TERMS AND CONDITIONS**

**1. Termination of Contract for Cause.** If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property and the Consultant shall be entitled to receive just and Equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Owner from the Consultant is determined.

**2. Termination for Convenience of the Owner.** The Owner may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the Owner as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph I hereof relative to termination shall apply.

**3. Changes.** The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Owner and the Consultant, shall be incorporated in written amendments to this Contract.

**4. Personnel**

a) The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

b) All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

***5.* Assignability.** The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Owner thereto: Provided, however, that claims for money by the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.

**6. Reports and Information.** The Consultant, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

**7. Records and Audits.** The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Owner or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Owner.

**8. Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.

**9. Copyright.** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

**10. Compliance with Local Laws.** The Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Consultant shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

**11. Equal Employment Opportunity.** During the performance of this Contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.
2. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
3. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Consultant's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules,regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 1 1246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Owner may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Consultant may request the United States Government to enter into such litigation to protect the interests of the United States.

**12. Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**13. Section 109(a) of the Housing and Community Development Act of 1974.** No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in; section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

**14. Section 503 of Rehabilitation Act of 1973**, as amended, provides for the nondiscrimination in contractor employment. All recipients of Federal funds must certify to the following through all contracts issued.

**15. Affirmative Action for Handicapped Workers**

a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**16. Section 504 of the Rehabilitation Act of 1973,** as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

**17. Age Discrimination Act of 1975** - No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

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

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

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

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