

AGREEMENT 180/2022
For
PROFESSIONAL SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
MID-MISSOURI REGIONAL PLANNING COMMISSION
For
GRANT MANAGEMENT SERVICES

THIS AGREEMENT (hereinafter "Agreement") between the City of Columbia, Missouri, a municipal corporation (hereinafter "CITY") and Mid-Missouri Regional Planning Commission, with an address of PO Box 140, Ashland, Missouri 65010, (hereinafter "CONSULTANT") is entered into on the date of the last signatory noted below (the "Effective Date"). CITY and CONSULTANT are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City desires to engage the Consultant to render certain professional services as outlined in the Scope of Work in Exhibit A; and

WHEREAS, Consultant represents and warrants that Consultant is equipped, competent, and able to provide all of the professional services necessary or appropriate in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

1. Services and Performance Standards.

a. Scope of Services. The scope of services involves the professional and technical consulting services for **Grant Management Services** (hereinafter "Project"). The Project is more fully described in CONSULTANT's **Scope of Services**, which is attached as **Exhibit A**.

b. Prior to beginning any work on Project, CONSULTANT shall resolve with CITY any perceived ambiguity in Project. CITY shall issue a written notice to proceed. Unless set forth herein or as is necessary to complete the services on the Project, CONSULTANT shall not prepare a written report unless the CITY directs CONSULTANT to do so.

c. CONSULTANT shall exercise reasonable skill, care and diligence in performance of its services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at

time of performance. If CONSULTANT fails to meet the foregoing standards, CONSULTANT shall perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct errors and omissions which are caused by CONSULTANT's failure to comply with the above standard.

d. **Schedule.** On or after the Effective Date, the CITY shall issue the notice to proceed and CONSULTANT shall proceed in accordance with the timeline contained in the **Schedule of Work**, which is attached as **Exhibit B**.

e. **GRANT REQUIREMENTS:** . CONSULTANT acknowledges state and/or federal grant funds may be used to pay for the services. CONSULTANT agrees to familiarize itself and comply with all conditions and requirements for utilization of such grant funds, including, but not limited to those set forth herein (collectively "Grant Requirements"). CONSULTANT shall include in contracts with its subcontractors provisions that require subcontractors to comply with the Grant Requirements. CITY intends to use federal assistance provided by the U.S. Department of Commerce - Economic Development Administration (EDA). Neither EDA, nor any of its departments, entities, or employees is a party to this Agreement. The EDA Contracting Provisions are included in this Contract and all subcontracts or related instruments pursuant to the provisions applicable to such federal assistance from EDA.

2. **Addition or Deletions to Services.** CITY may add to CONSULTANT's services or delete therefrom, provided that the total cost of such work does not exceed the total cost allowance as specified herein. CONSULTANT shall undertake such changed activities only upon the written direction of CITY. All such directives and changes shall be in written form and prepared and approved by the Parties. There shall be no change in the Schedule of Work unless specifically identified and agreed to by CONSULTANT and CITY at the time such services are added or deleted.
3. **Exchange of Data.** All information, data, and reports in CITY's possession and necessary for the carrying out of the work, shall be furnished to CONSULTANT without charge, and the Parties shall cooperate with each other in every way possible in carrying out the Scope of Services.
4. **Personnel.** CONSULTANT represents that CONSULTANT will secure at CONSULTANT's own expense, all personnel required to perform the services called for under this Agreement by CONSULTANT. Such personnel shall not be employees of or have any contractual relationship with CITY, except as employees of CONSULTANT. All of the services required hereunder will be performed by CONSULTANT or under CONSULTANT's direct supervision. All CONSULTANT's 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 Agreement shall be subcontracted without the prior written approval of CITY.

5. Term. This Agreement shall commence on the Effective Date and shall terminate upon completion of the Project as indicated on the Schedule of Work in Exhibit B.
6. Costs not to Exceed. Pursuant to the Pricing Sheet contained in Exhibit C attached hereto, the Parties have established a fixed sum of twenty thousand Dollars (\$20,000.00) for CONSULTANT's services as outlined in this Agreement.
7. Payment.
 - a. CONSULTANT may issue an invoice on a monthly basis for work performed and expenses since the preceding invoice or, if there was no preceding invoice, since the issuance of a notice to proceed.
 - b. Conditioned upon acceptable performance. Provided CONSULTANT performs the services in the manner set forth in Paragraph 1 hereof, CITY agrees to pay CONSULTANT in accordance with the terms outlined herein, which shall constitute complete compensation for all services to be rendered under this Agreement; provided, that where payments are to be made periodically to CONSULTANT for services rendered under this Agreement, 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.
 - c. CITY shall have ten (10) days from the date of receipt of the invoice to register CITY's disapproval of the work billed on that invoice. Following CONSULTANT's receipt of said disapproval, CONSULTANT shall have ten (10) days to cure the issues presented. If cure cannot be obtained within ten (10) days, CONSULTANT shall notify CITY of the proposed amount of time for cure, and reach an agreement as to an acceptable alternative deadline.
 - d. Upon receipt of the invoice and progress report, CITY will, as soon as practical, pay CONSULTANT for the services rendered. CITY shall pay CONSULTANT within thirty (30) days of receipt of an invoice.
8. Termination of Agreement.
 - a. Termination for Breach. Failure of CONSULTANT to fulfill CONSULTANT's obligations under this Agreement in a timely and satisfactory manner in accordance with the schedule and description of services for the Project agreed to by both Parties shall constitute a breach of this Agreement, and CITY shall thereupon have the right to immediately terminate this Agreement. CITY shall give seven (7) days written notice of termination to CONSULTANT by one of three different means: Facsimile Transmission ("FAX") if CONSULTANT has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to CONSULTANT; 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 CONSULTANT 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, CITY, at its sole option, may utilize any and all finished or

unfinished documents, data, studies, and reports or other materials prepared by CONSULTANT under this Agreement prior to the date of termination.

CONSULTANT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any such breach of this Agreement by CONSULTANT.

b. Termination for Convenience. CITY shall have the right at any time by written notice to CONSULTANT to terminate and cancel this Agreement, without cause, for the convenience of CITY, and CONSULTANT shall immediately stop work. In such event CITY shall not be liable to CONSULTANT except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by CONSULTANT for the performance of the cancelled portions of the Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. In the event of termination for convenience, CITY, at its sole option, may purchase, for just and equitable compensation any and all finished or unfinished documents, data, studies, and reports or other materials prepared by CONSULTANT under this Agreement. Any reuse of any satisfactory work completed prior to the termination for convenience shall be at CITY's own risk and without any liability to CONSULTANT. Anticipatory profits and consequential damages shall not be recoverable by CONSULTANT.

9. Ownership of Intellectual Property and Work Product.

a. Any software, research, reports, studies, data, photographs, videos, negatives or other documents, drawings or materials prepared by CONSULTANT in the performance of its obligations under the resulting contract shall be the exclusive property of the City of Columbia and all such materials shall be delivered to the City of Columbia by the CONSULTANT upon completion, termination or cancellation of the resulting contract. CONSULTANT may, at its own expense, keep copies of all its writing for its personal files. CONSULTANT shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of CONSULTANT's obligations under this contract without prior written consent of the City of Columbia; provided, however, that the CONSULTANT shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

b. Notwithstanding the City's ownership of the work product, City acknowledges and agrees that: (i) CONSULTANT has the right to re-use any of its pre-existing know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CONSULTANT in the performance of Services or not, at any time and without limitation, and (ii) CONSULTANT retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date

including, but not limited to, all methods, concepts, designs, reports, programs, and templates.

c. Pre-existing works include inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property which existed prior to commencement of this Agreement. No property rights to any pre-existing works shall enure to the City. To the extent that CONSULTANT incorporates pre-existing work into a derivative work for City, CONSULTANT will retain ownership of such derivative work, except for those items identified in Paragraph 9.a above, and provided that it hereby grants City a royalty free, nonexclusive, perpetual, non-transferable, non-assignable, limited license to use the work solely for internal purposes. The work product cannot be used for any outside jurisdiction without written permission from CONSULTANT."

d. EDA and Rights of Federal Government. Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the City in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. CONSULTANT must include this requirement in all sub-tier contracts involving experimental, developmental, or research work. CONSULTANT shall comply with all EDA requirements and regulations pertaining to copyrights and rights in data.

10. Insurance. CONSULTANT shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the CITY's review or acceptance of insurance maintained by CONSULTANT is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by CONSULTANT under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VI.

a. Workers' Compensation & Employers Liability. CONSULTANT shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

b. Commercial General Liability. CONSULTANT shall maintain Commercial General Liability at a limit of \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c. Business Auto Liability. CONSULTANT shall maintain Business Automobile Liability at a limit of \$2,000,000 Each Occurrence. Coverage shall

include liability for Owned (if applicable), Non-Owned & Hired automobiles. In the event CONSULTANT does not own automobiles, CONSULTANT agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

d. Professional Liability. If the Scope of Services require the work of a licensed professional, CONSULTANT agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than \$2,000,000 per occurrence and \$3,000,000 aggregate. For policies written on a "Claims-Made" basis, CONSULTANT agrees to maintain a Retroactive Date prior to or equal to the Effective Date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, CONSULTANT agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve CONSULTANT of the obligation to provide replacement coverage.

e. CONSULTANT may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONSULTANT agrees to endorse the EDA and the CITY as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

f. The EDA, the City of Columbia, and their officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the CONSULTANT and CITY. CONSULTANT is required to maintain coverages as stated and required to notify CITY of a Carrier Change or cancellation within two (2) business days. CITY reserves the right to request a copy of the policy

g. The Parties hereto understand and agree that CITY is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to CITY, or its elected officials or employees.

h. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event CONSULTANT fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, CITY shall have the right to cancel and terminate this Agreement without notice.

i. The insurance required by the provisions of this article is required in the public interest and CITY does not assume any liability for acts of CONSULTANT and/or CONSULTANT's employees and/or CONSULTANT's subcontractors in the performance of this Agreement.

11. Conflicts.

a. No salaried officer or employee of CITY and no member of City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void.

b. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo shall not be violated.

c. Interest of Members of the CONSULTANT. No member of the governing body of the CONSULTANT and no other officer, employee, or agent of the CONSULTANT 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 City of Columbia shall take appropriate steps to assure compliance. CONSULTANT 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 Agreement. The CONSULTANT covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area, study area, site, or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. CONSULTANT further covenants that in the performance of this Agreement no person having such interest shall be employed.

d. The CITY's officers, employees, or agents shall not engage in the award or administration of this Agreement if a conflict of interest, real or apparent, may be involved. Such a conflict may arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the CONSULTANT. The CITY's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the CONSULTANT or subcontractors.

e. If the CITY finds after a notice and hearing that the CONSULTANT, or any of the CONSULTANT's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the CITY or EDA in an attempt to secure this Agreement or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement, the CITY may, by written notice to the CONSULTANT, terminate this Agreement. The CITY may also pursue other

rights and remedies that the law or this Agreement provides.

f. In the event this Contract is terminated as provided in paragraph (e) of this section, the CITY may pursue the same remedies against the CONSULTANT as it could pursue in the event of a breach of this Agreement by the CONSULTANT. As a penalty, in addition to any other damages to which it may be entitled by law, the CITY may pursue exemplary damages in an amount (as determined by the CITY) which shall not be less than three nor more than ten times the costs the CONSULTANT incurs in providing any such gratuities to any such officer or employee.

g. CONSULTANT shall maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts.

12. **Assignment.** CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of CITY thereto. Notice of such assignment or transfer shall be furnished in writing promptly to CITY. Any such assignment is expressly subject to all rights and remedies of CITY under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require CITY to give any notice to any such assignee of any actions which CITY may take under this Agreement, though CITY will attempt to so notify any such assignee.
13. **Compliance with Laws.** CONSULTANT agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services hereunder.
14. **Employment Of Unauthorized Aliens Prohibited.** CONSULTANT agrees to comply with Missouri State Statute section 285.530 in that CONSULTANT shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, CONSULTANT shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. CONSULTANT shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. CONSULTANT shall require each subcontractor to affirmatively state in its contract with CONSULTANT that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. CONSULTANT shall also require each subcontractor to provide CONSULTANT with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

15. **General Independent Contractor Clause.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONSULTANT will be an independent contractor and not 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. CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder. CONSULTANT 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 CONSULTANT and CITY, and CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.
16. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, CONSULTANT shall indemnify and hold harmless the EDA, the City of Columbia, their directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of CONSULTANT, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with CONSULTANT or a subcontractor for part of the services), of anyone directly or indirectly employed by CONSULTANT or by any subcontractor, or of anyone for whose acts CONSULTANT or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require CONSULTANT to indemnify, hold harmless, or defend the City of Columbia from its own actions, inactions, (willful or otherwise), or its own negligence. CONSULTANT shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, workers compensation, and income tax laws.
17. **No Waiver of Sovereign Immunity.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.
18. **Professional Oversight Indemnification.** CONSULTANT understands and agrees that CITY has contracted with CONSULTANT based upon CONSULTANT's representations that CONSULTANT is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, CONSULTANT agrees to defend,

indemnify and hold and save harmless CITY from any and all claims, settlements, and judgments whatsoever arising out of CITY's alleged negligence in hiring or failing to properly supervise CONSULTANT.

19. **Professional Responsibility.** CONSULTANT shall exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional practices. If CONSULTANT fails to meet the foregoing standard, CONSULTANT shall perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct the errors and omissions which are caused by CONSULTANT's failure to comply with above standard, and which are reported to CONSULTANT within one (1) year from the completion of CONSULTANT'S services for the Project.
20. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
21. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under this Agreement.
22. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

City of Columbia
Parks and Recreation Department
ATTN: **Director**
P.O. Box 6015
Columbia, MO 65205-6015

If to CONSULTANT:

**Mid-Missouri Regional Planning
Commission**
ATTN: **David Bock**
PO Box 140
Ashland, MO 65010
davidbock@midmorpc.org

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

23. Public Records Act. CITY is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and CONSULTANT agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.
24. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
25. Audit; Examination and Retention of CONSULTANT's Records.
 - a. CONSULTANT shall maintain financial records according to generally accepted accounting standards. City, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this Agreement, have access to and the right to examine any of the CONSULTANT's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - b. The CONSULTANT agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed \$10,000.
 - c. The periods of access and examination in paragraphs (a) and (b) above for records relating to appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the CITY, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.
26. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity, age, disability, national origin, or any other legally protected category. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.
27. Equal Employment Opportunity. During the performance of this Agreement, CONSULTANT agrees as follows:
 - a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, religion, sex, sexual orientation, gender identity, color, handicap, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation,

gender identity, color, handicap or national origin. 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 setting forth the provisions of this non-discrimination clause.

b. 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, religion, color, sex, sexual orientation, gender identity, handicap or national origin.

c. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work or services covered by this Agreement 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. The CONSULTANT will include the provisions of this section, in every subcontract or purchase order unless exempted.

28. Contracting With Small, Minority And Women's Businesses.

a. If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.

b. Affirmative steps shall consist of:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- iii. Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises;
- iv. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;
- v. Requiring each party to a subcontract to take the affirmative steps of this section; and
- vi. The CONSULTANT is encouraged to procure goods and services from labor surplus area firms.

29. The CONSULTANT agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the CONSULTANT and subcontractors from the

bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

30. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, 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.
31. AMERICANS WITH DISABILITIES ACT: CONSULTANT shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. CONSULTANT shall make the services, programs, and activities governed by this Contract accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations.
32. Section 109 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.
33. Public Works and Economic Development Act of 1965, as amended: The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the U. S. Department of Commerce, Economic Development Administration. For Public Works and Development Facilities under the Public Works and Economic Development Act of 1965, as amended, the Financial Assistance Award to the City of Columbia, Missouri, Award Number 05-79-06150(URI:118015), supports the project and effort described herein, which is incorporated into this agreement by reference. Where terms of this agreement differ, the terms of the Financial Assistance Award shall prevail.
34. Government Performance and Results Act of 1993 (GPRA) Reporting Requirements – Performance Measures. The CONSULTANT agrees to report to the CITY on program performance measures and program outcomes in such form and at such intervals as may be prescribed by the EDA, Award Number 05-79-06150(URI:118015), in compliance with the Government Performance and Results Act of 1993. Performance measures and reporting requirements that apply to program activities funded by the Financial Assistance Award to the City of Columbia will be provided in a separate GPRA information collection document. EDA will advise the City of Columbia in writing within a reasonable period prior to the time of submission of the reports and in the event that there are any modifications in the performance measures. CONSULTANT shall comply with any EDA requirements and regulations pertaining to reporting.

35. Additional Federal Clauses. CONSULTANT, in addition to other statutory and regulatory requirements and the EDA grant assurances made in connection with the grant award, shall comply and require each of its contractors and subcontractors to comply with the terms and conditions of the Department of Commerce financial assistance award including applicable provisions of the UMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth in herein, all applicable Federal, State, territorial, and local laws, and in particular the following Federal laws (and regulations issued thereunder), executive orders, OMB circulars, OMB Uniform Guidance and other local law requirements.
- a. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans, and Environmental Protection Agency regulations at 48 C.F.R. part 15 (applicable to contracts, subcontracts, and subgrants of amounts in excess of \$ 100,000).
 - b. Inspection By EDA Representatives. The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.
 - c. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
 - d. Energy Efficiency. The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public L. No. 94-163) for the State in which the Work under the Contract is performed.
 - e. CONSULTANT shall comply with the Whistleblower protections, provided in federal law and regulations. CONSULTANT shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. Section 4712 in the predominant native language of the workforce.
 - f. CONSULTANT shall comply with the regulations that implement 2 CFR Part 200, Section 200.215, Never Contract with the enemy.
 - g. Veteran's Preference. In the employment of labor (excluding executive, administrative, and supervisory positions), the CONSULTANT and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and

controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

36. Additional Federal Certifications.

a. Certification Regarding Debarment. By entering into this Contract, and by further executing Form CD-512, the Contractor and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

b. Certification Of Lower Tier Contractors Regarding Debarment. The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by: 1. Checking the System for Award Management at website: <http://www.sam.gov>. 2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above. 3. Inserting a clause or condition in the covered transaction with the lower tier contract. If the EDA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the EDA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

c. Certification Of Consultant Regarding Tax Delinquency And Felony Convictions. The Consultant certifies that it is not a corporation that:

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or

2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

d. Certification Regarding Lobbying. CONSULTANT certifies by signing and submitting this Agreement, to the best of its knowledge and belief, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

e. Trade Restriction Certification. CONSULTANT certifies that with respect to this solicitation and any resultant contract, the CONSULTANT:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of 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 USC Section 1001. The CONSULTANT must provide immediate written notice to the CITY if the CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become

erroneous by reason of changed circumstances. The CONSULTANT must require subcontractors provide immediate written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

37. Missouri Anti-Discrimination Against Israel Act. To the extent required by Missouri Revised Statute Section 34.600 and not in violation of the state or federal constitution, Consultant certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.
38. If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All other terms hereof shall remain in full force and effect.
39. Required Provisions Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.
40. Counterparts and Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
41. Contract Documents. The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference.

Exhibit:

- | | |
|---|-------------------|
| A | Scope of Services |
| B | Schedule of Work |
| C | Pricing Sheet |


In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

42. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to CONSULTANT's services on this Project described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____ 

Name: De'Carlton Seewood

Title: City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number **44008850-604990 00847**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Director of Finance

(Seal)



Mid-Missouri Regional Planning Commission

By: _____ 

Date: 10-19-22

ATTEST:

By: Francis Lyn Woolford

Name: FRANCIS LYN WOOLFORD

EXHIBIT A
Scope of Services

EXHIBIT A

Clary-Shy Community Park
Phase II - MU Health Care Pavilion
Columbia Parks and Recreation

Grant Management Services

Scope of Services:

The Columbia Parks and Recreation Department is seeking grant management services associated with a U.S. Department of Commerce Economic Development Administration financial award for the construction of phase II of the MU Health Care Pavilion at Clary-Shy Community Park.

The services will include:

Project Management:

1. Develop a record keeping and filing system consistent with program guidelines.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to City personnel on implementation of the EDA project and regulatory matters pertaining thereto.
4. Furnish City staff with necessary completed forms and reporting required for implementation of the EDA project.
5. Assist the City in meeting all special award condition requirements that may be stipulated in the EDA Financial Assistance Award between the City and U. S. Department of Commerce, Economic Development Administration, Denver Regional Office.
6. Prepare and submit all required project reporting required by EDA Project Number 05-79-06057, including but not limited to progress reporting, quarterly reporting, and other reporting included in the EDA Financial Assistance Award between the City and the EDA Denver Regional Office.
7. Establish internal procedures to document expenditures associated with local administration of the project.
8. Serve as liaison for the City during the implementation and completion of the EDA project with any monitoring visit by staff representatives from EDA or its Denver Regional Office.
9. The period of service for this contract is from grant acceptance to final project close out (Final Acceptance of Project) with all finalizing documents submitted.

Financial Management:

1. Assist City staff by improving its ability to manage and report progress and use of funds from federal sources through the Denver Regional Office of the EDA for the project identified above.

2. Assist City staff in compliance with all EDA rules, regulations, specifications, or other directives pertinent to the identified project.
3. Prepare and submit all reporting for all funded and scheduled drawdowns of project funds on behalf of the City, in order to ensure orderly, timely allocation and disbursement of funds within the period of this agreement.
4. Review invoices received for payment and file back-up documentation.
5. Provide general advice and technical assistance to the City and its agents on implementation of the EDA project and regulatory matters pertaining thereto.
6. Assist the City in interpreting and complying with established procedures for the EDA project and reporting to the Denver Regional Office.
7. Provide general advice and technical assistance to the City and its agents on implementation of the EDA project and associated regulatory matters.

EXHIBIT B
Schedule of Work

Schedule of Work

Contract Start Date and Period

Contract Start Date: Effective Date of the Contract

Contract Period: Effective Date of Contract through Completion of Project. In no event, shall the term of the contract/agreement exceed five (5) years and three (3) months per City Ordinance.

Reporting Timeline

Project Progress Reports: Mid-Missouri Regional Planning Commission shall prepare and submit Project Progress Reports to the Economic Development Administration (EDA) on behalf of the City of Columbia on a quarterly basis for the periods ending, December 31, March 31, June 30, and September 30 of each year until the final grant payment is made by EDA. These reports will be submitted no later than 15 days following the end of the quarterly period.

Financial Reports: Mid-Missouri Regional Planning Commission shall prepare and submit Financial Reports to Economic Development Administration (EDA) on behalf of the City of Columbia on a semi-annual basis for the periods ending March 31 and September 30 of each year until the project has been closed. Reports will be submitted no later than 30 days following the end of the semiannual reporting period. A final SF-425 Financial Report will be submitted no more than 120 calendar days after the expiration date of the Award.

Scope of Services Schedule

Mid-Missouri Regional Planning Commission will complete all items identified in the Scope of Services as described in this contract. The schedule of the grant management services provided by Mid-Missouri Regional Planning Commission will remain consistent with what is required in each phase of the project until the project is complete. As the City is ready to move forward with each new phase of the project, Mid-Missouri Regional Planning Commission will provide the agreed upon services as required.

EXHIBIT C
Pricing Sheet

EXHIBIT E

METHOD OF PERFORMANCE AND PROPOSED COST/FEE SCHEDULE

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements including costs specified in this Request for Proposal.

- Offeror shall provide a cost proposal/fee schedule to complete the grant management services as stated herein. If additional related services to the grant management services are required, offeror shall provide pricing (hourly based on job classification, etc.) for any additional services not covered.

Cost Proposal / Fee Schedule

\$20,000 proposed total cost for grant management services. Project milestones would be used as a proxy measure for level of completion of the scope of services defined within this request for proposal.

Payment	Amount	Basis of Payment
1	\$5,000	Start of construction
2	\$5,000	Construction 50% complete
3	\$5,000	Construction 100% complete
4	\$5,000	Project closeout