

BILL NO. 2049

SPECIAL ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF SAID CITY, TO ENTER INTO A TECHNICAL ASSISTANCE CONTRACT WITH THE MERAMEC REGIONAL PLANNING COMMISSION FOR AMERICAN RESCUE PLAN ACT ADMINISTRATION.

WHEREAS, the Board of Aldermen of the City of Cuba, Missouri (City), has determined that it is in the best interests of the City to enter into a technical assistance Contract with the Meramec Regional Planning Commission for the American Rescue Plan Act Administration.

BE IT ORDAINED, by the Board of Aldermen of the City of Cuba, Missouri, as follows:

Section 1: The City of Cuba, Missouri, shall enter into a technical assistance Contract with the Meramec Regional Planning Commission for the American Rescue Plan Act Administration. A copy of said Agreement is attached hereto as Exhibit "A".

Section 2: The Mayor of the City of Cuba, Missouri, is authorized to execute the Agreement on behalf of the City.

Section 3: All ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 4: This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF CUBA, MISSOURI, THIS ____ DAY OF _____, 2022.

CODY LEATHERS, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved this _____ day of _____, 2022.

CODY LEATHERS, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved as to the form.
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: _____

Lance B. Thurman, #51214
901 North Pine Street, Fourth Floor
Post Office Box 47
Rolla, Missouri 65402
(573) 341-2266

ATTORNEYS FOR THE CITY OF CUBA, MISSOURI

Alderman	Vote on First Reading On _____, 2022	Vote on Second Reading On _____, 2022
Kevin Copling		
Sam Black		
Dave Honea		
Warren Graddy		
Curtis Holt		
Jeff Bouse		

**TECHNICAL ASSISTANCE CONTRACT
FOR AMERICAN RESCUE PLAN ACT (ARPA) ADMINISTRATION/MANAGEMENT**

by and between
THE MERAMEC REGIONAL PLANNING COMMISSION

and the

City of Cuba

This Agreement is made and entered into on the _____ day of _____, 2021, by and between Meramec Regional Planning Commission, #4 Industrial Drive, St. James, Missouri 65559, hereinafter referred to as "MRPC" and City of Cuba, hereinafter referred to as "Client."

The Client has requested MRPC to provide technical assistance in the administration of a:

- _____ a. Community Development Block Grant (CDBG);
- _____ b. Missouri Department of Natural Resources District Grant (DNR Grant);
- _____ c. U.S. Department of Transportation Grant (U.S. DOT Grant);
- _____ d. U.S Economic Development Administration Grant (EDA Grant);
- _____ e. Missouri Department of Economic Development Grant (ED) Grant;
- _____ f. Missouri Department of Economic Development Action Fund Loan (MDED Loan);
- X g. Other: AMERICAN RESCUE PLAN ACT (ARPA) Federal Recovery Funds

Administration/Management

Such a grant or loan, as the case may be, may be referred to herein as the "Project."

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. Services to Client. MRPC shall provide the services of one or more of its employees to the Client for purposes of providing administration of the above described grant/loan from the agency or organization herein above specified, including:

- e. MRPC will provide grant administration services as required by the applicable rules of the agency grant;
- g. Other services described in "Attachment A: Scope of Work" attached hereto.

2. Client to Supply. The Client agrees to supply MRPC with all needed information and documentation necessary for MRPC to thoroughly and completely administer the project. The Client agrees to respond in a timely manner to all requests involving this project. Specifically, the Client shall:

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

- b. Assist MRPC by placing at his disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
- c. Give prompt written notice to the MRPC whenever Client observes or otherwise becomes aware of any development that affects the scope of timing of the MRPC's services.
- d. Bear all costs incidental to compliance with requirements of Section 2.

3. Independent Contractor. Both the Client and MRPC agree that MRPC and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither MRPC nor the Client shall have the authority to obligate or bind the other without the express written consent of the other party.

4. Confidential Information. MRPC agrees that any information received by MRPC and its employees and representatives during the term of this agreement, and at any time thereafter, concerning the personal, financial, or other affairs of a private individual or business will be treated by MRPC in full confidence and will not be revealed to any other person, firm, or corporation without the express consent of the Client, or where otherwise required by law, regulation, legal process or the state's Open Meetings Law.

5. Client to Hold Harmless MRPC. The Client will hold harmless MRPC and the agents, employees, and representatives of MRPC from all liability and claims of liability arising out of or incident to MRPC's performance of its obligations under this agreement, excepting MRPC's negligence or intentional misconduct. The Client further warrants and agrees that all data and information provided to MRPC in conjunction with the grant or loan application, and in conjunction with MRPC's performance of its obligations hereunder, is true and correct, and MRPC, its agents and representatives and the agency herein above described may rely upon its accuracy for purposes of processing the grant or loan application and throughout the completion of said project. Client releases and fully discharges MRPC and its employees and representatives from any and all liability or claims of liability arising out of or incident to the compilation of such information and data and the processing and analysis thereof. The Client further acknowledges that MRPC and its employees and representatives have made no warranty as to the viability of the Client's loan or grant application, and no assurance as to its approval or acceptance by the designated agency has been made. Client acknowledges that the decision to proceed with the application and the technical assistance and services to be provided under this agreement have been the sole and exclusive decision of the Client, and the Client releases MRPC and its employees and representatives from all liability or claims of liability in the event of disapproval of the application or revocation thereof for reasons relating to the Client.

6. Time of Performance. MRPC shall promptly proceed with its obligations under this agreement and use reasonable efforts to complete same within a reasonable time. MRPC will provide services to the Client so long as the grant is active, unless either party terminates this contract. Client acknowledges and agrees, however, that MRPC shall not be bound by time limitations specified by the Client or imposed by the Client's agreements with third parties. No performance bond shall be required of MRPC. MRPC's services pursuant to the terms of this agreement shall be concluded upon approval of the grant or loan application, and closing final audit of the grant or loan, as the case may be, or in the event that any such application be denied, upon receipt of the appropriate agency's written denial of such application.

7. Consideration. In consideration for the services provided by MRPC hereunder the Client agrees to pay MRPC at the following hourly rates: For June 2021: Clerical \$42.00; Technical Level #1 \$55.00; Technical Level #2 \$49.00; Management \$62.00; Fiscal Officer \$67.00; Assistant Director \$68.00; and Executive Director \$87.00. For the months of July 2021-June 2022: Clerical \$42.00; Technical Level #1 \$56.00; Technical Level #2 \$50.00; Technical Level #3 \$48.00; Management \$64.00; Fiscal Officer \$69.00; Assistant Director \$70.00; and Executive Director \$90.00. Because this is a multi-year project, hourly rates will be adjusted annually after June 2022 and when approved by the MRPC board. Additionally, Client will be billed for actual attorney fees, advertising costs associate with this project and postage for large mailings, should any be done. MRPC shall periodically invoice the Client for fees and expenses as same are incurred in a timely manner. In the event that MRPC is called upon to provide other and additional services to those required for the application and/or administration of the grant or loan, as the case may be, such services will be paid for by the Client at MRPC's then current hourly rates for the services provided. If the project crosses fiscal years, new hourly rates adopted by the MRPC board at the beginning of the new fiscal year will apply to the project.

8. Termination of Agreement. This agreement will terminate upon the completion of the project as herein above identified; except that either MRPC or the Client may terminate this contract prior to completion of the project, without cause by giving the other party not less than thirty (30) days written notice thereof. In the event of termination prior to completion of the project, the Client shall pay the cost of services rendered by MRPC, and expenses incurred in the performance of this agreement to the effective date of termination.

9. Equal Employment Opportunity. MRPC and Client agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment on account of the project, due to race, color, religion, sex, age, handicap, or national origin. MRPC and Client would take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, religious affiliation, sex, age, 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. MRPC and Client agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.

MRPC and Client will, in all solicitation or advertisements for employees placed by or on behalf of MRPC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, religious affiliation, sex, handicap, or national origin.

MRPC and Client 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.

10. Compliance with Applicable Law and Regulation. In MRPC's performance of this agreement, and in the Client's performance of its obligations and responsibilities under the project, each party shall comply with all applicable laws and regulations, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation, including but not limited to the following:

a.) Equal Employment Opportunity. In addition to Section 9 above, the Client & MRPC during the performance of this contract agree as follows, when applicable:

- i.) The Client and MRPC 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.
- ii.) The Client and MRPC 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 contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- iii.) In the event of the Client or MRPC'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 Client or MRPC 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.

iv.) The Client and MRPC will include the provisions of paragraphs (i) through (iv) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Client and MRPC will take such action with respect to any subcontract or purchase order as directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Client or MRPC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Client or MRPC may request the United States Government to enter into such litigation to protect the interests of the United States.

b.) 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.

c.) 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, familial status 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.

d.) Section 503 of Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of Federal funds, who are subject to Section 503, must certify to the following through all contracts issued:

Affirmative Action for Handicapped Workers:

i) MRPC 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. MRPC 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 the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

- ii) MRPC agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iii) In the event of MRPC's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iv) MRPC 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 MRPC'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.
- v) MRPC will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that MRPC 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.
- vi) MRPC 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. MRPC will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

e.) **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 of Federal funds, who are subject to Section 504, must certify to compliance with all provisions of this Section.

f.) **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.

- g.) Interest of MRPC and Employees.** MRPC covenants that it 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 its services hereunder. MRPC further covenants that, in the performance of this Contract, no person having any such interest shall be employed.
- h.) Section 3 of the Housing and Urban Development Act of 1968,** as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower-income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located; contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.
- i.) Illegal Immigrants.** Both the Client and MRPC understand and accept responsibility under the Revised Statutes of Missouri (RSMo) Sections 285.525 through 285.555 (illegal immigrants) to ensure that “no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.” Client and MRPC further certify that any contract awarded by them, related to this agreement, will require the contracted business entity to comply with the references mentioned above. Both the Client and MRPC understand that failure to comply with this requirement will subject them to the penalties described in the references mentioned above.

11. Incorporation of Certain Provisions in Contract Documents. The parties agree that where applicable, provisions of this agreement relating to Executive Orders 11246 and 12086, and the required notice and disclosure provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, will be incorporated in all contracts necessary to complete the project. Unless specifically exempted by the rules or regulations or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 and 12086, the Parties, where applicable, will cause the notice and disclosure provisions of such Executive Orders to be contained in all contracts binding subcontractors and vendors for the project. MRPC will take such action with respect to any subcontract or vendor contract as may be directed by the Secretary of Labor, as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event MRPC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, MRPC may request the United States to enter into such litigation to protect the interests of the United States.

The Client acknowledges that compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations issued under 24 C.F.R. Part 135, and all applicable rules and orders of the Department of Housing and Urban Development shall be a condition of federal financial assistance provided to the project, where applicable, and binding upon the Client and recipient of any such assistance. Client further acknowledges that failure to fulfill the requirements of 24 C.F.R. Part 1 through 5 shall subject the Client and any recipient of assistance, together with contractors, subcontractors, and vendors, to sanctions specified in any applicable grant or loan agreement or other contract through which federal assistance is provided, and to those sanctions which are specifically enumerated in 24 C.F.R. Part 1 through 5. Client acknowledges that neither MRPC nor the Client may contract or subcontract with any party where it has notice or knowledge that the party has been found in violation of the regulations issued under 24 C.F.R. Part 1 through 5, and neither MRPC nor the Client may approve any contract or subcontract unless the party thereto has provided MRPC and the Client, as the case may be, with a preliminary statement of ability to comply with the requirements of the regulations issued under 24 C.F.R. Part 1 through 5.

12. Conflict of Interest. No member of the governing body or board of the Client, and no other officer, employee, or agent of the Client, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, shall have any personal financial interest, direct or indirect, in the project or this agreement.

13. Authority to Enter into Agreement - Binding Affect. Both MRPC and the Client have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

14. Enforcement - Costs of Collection. In the event Client should default in the payment of any sum due hereunder or in the performance of any obligation on its part to be performed, and in the event MRPC should retain or engage an attorney or attorneys to collect or enforce or protect its interest with respect to this agreement, the Client shall pay all costs and expenses of such collection, enforcement, or protection, including reasonable attorney's fees.

15. Governing Law. This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

16. Notices. All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by prepaid United States registered or certified mail, with return receipt requested, addressed, as the case may be, to MRPC at #4 Industrial Dr., St. James, Missouri 65559; and to the Client at City of Cuba, Attn: Lainie Garbo,

Address: 202 N. Smith St. PO Box K; or to such address as any party shall designate to the other from time to time in writing forward in like manner.

17. Captions. The captions of various sections and paragraphs of this agreement have been inserted only for the purpose of convenience, and such captions are not a part of this agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict the provisions of this agreement.

18. Amendments. No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

19. Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement of affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

MERAMEC REGIONAL PLANNING COMMISSION

By: _____

Date: _____

CITY OF _____

By: _____

Date: _____

ATTEST: _____

Date: _____

Attachment A: Scope of Work is attached and is made a part of this contract.

Attachment A: Scope of Services for ARPA Recovery Fund Administration/Management

MRPC will:

1. Ensure full execution and submission of federal funding certification, if needed.
2. Assist with creating/submitting a receiving account for ARPA recover funds, if needed.
3. Facilitate planning discussions on use of funds, eligibility of projects, prioritization of funds to be used by Client.
4. Facilitate discussion on defining community needs, establishing community priorities and determining funds that may be invested in other entities/projects.
5. Assist Client on establishing processes and documentation to support the use of the funds to meet audit requirements;
6. Advise Client on requirements of 2 CFR Part 200 for the financial management of the grant funds;
7. If Client wishes to offer grants, solicit proposals or partner with other entities, MRPC will:
 - A. Prepare and review an investment proposal form/grant application;
 - B. Market/advertise availability of funds though MRPC's website/Facebook and other means agreed to by Client;
 - C. Collect proposal forms, review for eligibility and present those that are eligible to Client for consideration;
 - D. Prepare investment packet for grant subrecipient and work with subrecipient on necessary documentation;
 - E. Present requests for payment to Client;
8. Track all payments and reconcile and report balances to Client.
9. Assist Client with reporting to state or federal government as required. Provide follow-up documentation to state/federal government, as requested.
10. Provide a complete set of all files to the Client, reflecting all activity initiated and funded with ARPA recovery funds;
11. Assist Client in securing an auditor, if a Single Audit is required, and provide information to selected auditor, if needed.
12. Bill Client on a monthly basis for services rendered.
13. Assist with any other grant requirements that may be issued.
14. Be available to answer questions, as needed.
15. Secure legal advice as needed or requested by Client.

If Client wants contract management and oversight services on larger projects (similar to CDBG infrastructure grant administration), that would be covered in a separate contract, for a separate fee for specific work, and that work would not be billed to this fund administration/management contract.