

IN THE CITY OF META, MISSOURI

BILL NO. 2017-9

ORDINANCE NO. 504

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MERAMEC REGIONAL PLANNING COMMISSION JULY 1, 2017 THROUGH JUNE 30, 2018.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF META, MISSOURI, AS FOLLOWS:

- Section 1. The Board of Aldermen for the City of Meta, Missouri, hereby authorizes Mayor Harold Libbert to enter into a contract with the Meramec Regional Planning Commission to provide technical assistance in the application of Floodplain Administration.
- Section 2. The contract shall be in substantially the form and upon the terms as the attached form.
- Section 3. This ordinance shall be in full force and effect upon final passage and approval.

FIRST READING HELD THIS 14<sup>th</sup> DAY OF JUNE, 2017.

SECOND READING HELD THIS 14<sup>th</sup> DAY OF JUNE, 2017.

ALDERMEN

Lawrence Hoffman  
 Christine Peach  
 Ivie Helton  
 Otto Wankum  
 Mayor Harold Libbert (in case of a tie vote)

AYE

NAY

<input checked="" type="checkbox"/>	<i>By Conf Call</i>	_____
<input checked="" type="checkbox"/>		_____
<input checked="" type="checkbox"/>		_____
<input checked="" type="checkbox"/>		_____
_____		_____



*Harold Libbert*  
 \_\_\_\_\_

Harold Libbert, Mayor

ATTEST:

*Linda C. Bode*  
 \_\_\_\_\_

Linda C. Bode, City Clerk



**TECHNICAL ASSISTANCE CONTRACT  
FOR FLOODPLAIN ADMINISTRATION**  
by and between  
**THE MERAMEC REGIONAL PLANNING COMMISSION**  
and  
**THE CITY OF META BOARD OF ALDERMEN**

This Agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Meramec Regional Planning Commission, 4 Industrial Drive, St. James, Missouri 65559, hereinafter referred to as "MRPC" and the City of Meta Board of Aldermen, hereinafter referred to as "Client."

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

- \_\_\_\_\_ a. Community Development Block Grant (CDBG) Annual Competition Grant;
- \_\_\_\_\_ 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: Floodplain Administration

Such a grant, loan or other activity, 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, at the Client's request, for purposes of providing support for floodplain administration including:
  - a. MRPC will provide a letter to residents of the floodplain informing them of affiliation with the city, NFIP requirements, permit requirements, etc.
  - b. MRPC will provide informational brochures to area Realtors, the county Recorder of Deeds, and area banks to share with those purchasing property in the floodplain.
  - c. MRPC will provide a series of three press releases on floodplain management and requirements of the City of Meta Floodplain Ordinance for release in area newspapers.
  - d. MRPC staff will answer questions from residents on floodplain management and floodplain requirements per the city ordinance.
  - e. As the City of Meta will be responsible for monitoring development in the floodplain, MRPC will provide one two-hour training for those who will be responsible for monitoring.

- f. In the event of a flood, MRPC will send letters to affected city residents as to NFIP requirements related to the flood.
- g. MRPC will advise the City on its responsibilities as a member of the NFIP.

2. **Client to Supply.** The Client agrees to supply MRPC with all needed information and documentation necessary for MRPC to thoroughly and completely provide the above services for 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 the client's requirements for the project and furnish copies of all documents related to the project.
- b. Assist MRPC by placing at its 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 MRPC's services.
- d. Bear all costs incidental to compliance with requirements of Section 1.

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 intentional misconduct or negligence of MRPC. The Client further warrants and agrees that all data and information provided to MRPC in conjunction with the project, 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 project and throughout the completion of the project. Client releases and fully discharges MRPC and its employees and representatives from any and all liability or claims of liability rising out of or incident to the compilation of such information and data and the processing and analysis thereof. Client acknowledges that the decision to proceed with 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 revocation thereof for reasons relating to the Client.

**6. Time of Performance.** MRPC will provide the services described in this agreement for the period commencing July 1, 2017, through June 30, 2018. The time and services of this contract may be extended or amended by Addendum hereto, containing the signatories of the parties and an identification of the extension period including any other amendments to the original contract document.

**7. Consideration.** In consideration for the services provided by MRPC hereunder, the Client agrees to pay MRPC for the work outlined above to be invoiced to the county on hourly rates of: \$40 for clerical assistance, \$46 for level two technical assistance, \$51 for level one technical assistance, \$58 for management assistance, \$63 for Assistant Director, \$62 for Fiscal Officer and \$80 for Executive Director, with a cost not to exceed \$2,000. Advertising, next-day mail and certified mail fees, if needed, are not included in these rates and would be billed in addition to these hourly rates. MRPC shall periodically invoice the Client for fees and expenses as same are incurred. In the event that MRPC is called upon to provide other and additional services in addition to those required for the project, such services will be paid for by the Client at MRPC's then current hourly rates for the services provided. The estimated cost of technical services for this project is difficult to determine, as it is uncertain as to the volume of questions that will be received from City of Meta residents. This contract is based on hours of service provided, and MRPC does not ensure that the entire scope of work can be completed for dollars allocated – because it is not known how many questions, phone calls or research requests will be fielded. When expenses reach \$1,500, staff will contact the City to make them aware of how expenses are running and determine if scope of work can be met. In the event that work exceeds contracted dollars and the City chooses not to increase the cost not to exceed, MRPC will discontinue technical assistance and direct all inquiries to whomever the City of Meta designates as its floodplain coordinator. Any other work beyond this proposed scope would be negotiated under a separate contract or a contract amendment. MRPC will process permits and conduct damage assessments for resident, under separate already approved contract, to be paid by the county resident requesting assistance.

**8. Termination of Agreement.** This agreement will terminate June 30, 2018, unless extended by Addendum hereto as provided in Section 6. However, 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 and 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 and 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 the 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 the 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 subconsultant or vendor. MRPC will take such action with respect to any subconsultant 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 on this project.



**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 CFR 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 CFR Parts 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 CFR Parts 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 CFR Parts 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 CFR Parts 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 in 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, MO 65559; and to Client at City of Meta, P. O. Box 65, Meta, MO 65058; 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 META**

By: Harold Ribbet

Date: June 14-2017

**Attested to:**

By: Paul C. Bole

Date: June 14, 2017

