

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



MEETING AGENDA AND PACKET

BOARD OF ALDERMEN

Special Meeting

July 22, 2014

6:00 p.m.

Willard City Hall

224 W. Jackson Street

Mayor

Wendell Forshee

Board Members

Michael Barr

David Larimore

Bradley Mowell

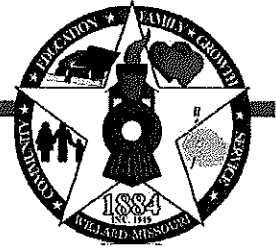
Meredith Reaves

David Roggensees

Don Lee (To Be Sworn In Tonight)

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



BOARD OF ALDERMEN SPECIAL MEETING July 22, 2014 6:00 P.M.

Notice posted on July 18, 2014

Notice is hereby given that the City of Willard, Board of Aldermen will conduct a special meeting at 6:00 p.m., July 22, 2014 at Willard City Hall, 224 W. Jackson, Willard, Missouri.

The tentative agenda of this meeting includes:

PLEDGE OF ALLEGIANCE

SWEAR/AFFIRM IN NEWLY APPOINTED ALDERMAN, DON LEE

Call the meeting to order

1. Roll Call.
2. Agenda Amendments/Approval of Agenda.
3. Discussion of Public Works Building lease/location options.
4. Discussion of preliminary capital improvement projects listing from each department.
5. Ordinance to accept the 2014 EMPG Grant between the Missouri Office of Homeland Security and the City of Willard. (1st and 2nd Read).
Discussion/Vote.
6. Ordinance accepting the contract with Olsson Associates for Consulting Services for a Wastewater Facilities Master Plan for the City of Willard. (1st and 2nd Read).
Discussion/Vote.
7. Adjourn meeting

IF YOU HAVE SPECIAL NEEDS, WHICH REQUIRE ACCOMMODATION, PLEASE NOTIFY CITY PERSONNEL AT CITY HALL. ACCOMMODATIONS WILL BE MADE FOR YOUR NEEDS.
REPRESENTATIVES OF THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING:

Dale Duvall
City Clerk
City of Willard
417-742-5302



AGENDA ITEMS # 2, 3, 4

2. Agenda Amendments/Approval of Agenda.
3. Discussion of Public Works Building lease/location options.
4. Discussion of preliminary capital improvement projects listing from each department.



2014 EMPG Grant Approval

AGENDA ITEM #5

Ordinance to accept the 2014 EMPG Grant between the Missouri Office of Homeland Security and the City of Willard. (1st and 2nd Read).

Discussion/Vote.

First Reading: 07-22-14

Second Reading: 07-22-14

Council Bill No.: 14-30

Ordinance No.: 140722

AN ORDINANCE

AUTHORIZING the Mayor, or his designee, to execute a contract between the City of Willard and the Missouri Office of Homeland Security for the purpose of accepting a grant from the Emergency Management Performance Grant program for the purpose of funding for essential emergency management personnel, operations, equipment and travel.

WHEREAS, on March 25, 2014, an application was submitted to the Missouri Office of Homeland Security for funding through the Emergency Management Performance Grant program for the purpose of funding for essential emergency management personnel, operations, equipment and travel and;

WHEREAS, on May 22, 2014, the City of Willard was notified that our application had been approved and awarded in the amount of \$29,657.72; and

WHEREAS, the local match for this award will be \$14,828.86 and;

WHEREAS, the Missouri Office of Homeland Security is requiring the contract to be signed and received in their offices by no later than July 23, 2014.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, as follows:

Section 1 – The Board of Aldermen of the City of Willard hereby authorize the Mayor to execute the contract between the City of Willard and Missouri Office of Homeland Security , said contract to be substantially in form and content as that document attached hereto and incorporated herein by reference as Exhibit 1.

Section 2 – This Ordinance will be in full force and effect from and after passage.

Approved as to form: _____
Ken Reynolds, City Attorney

Attested by:

Approved by:

Dale Duvall, City Clerk

Wendell Forshee, Mayor

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

DAVID ROGGENSEES

DAVID LARIMORE

BRADLEY MOWELL

MICHAEL BARR

MEREDITH REAVES

DON LEE

Jerry Lee
Director of Public Safety

EMERGENCY MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC SAFETY

PO Box 116, Jefferson City, Missouri 65102
Phone: 573/526-9100 Fax: 573/634-7966
E-mail: mosema@sema.dps.mo.gov



July 9, 2014

J Everett Mitchell, City Administrator
City of Willard
PO Box 187
Willard, Missouri 65781

Dear J Everett Mitchell:

Congratulations, your agency has been approved for a 2014 (January 1, 2014 through December 31, 2014) Emergency Management Performance Grant (EMPG) award from the State Emergency Management Agency (SEMA) in the amount of \$ 29,657.72. Portions of the award amount were based upon consideration of your FY13 expenditures plus a 3% increase. Enclosed are your award documents. **The authorized official must sign the grant award of contract and initial the lower right hand corner of each page of the Special Conditions to certify acceptance of this award.** You are required to return the original forms back to SEMA no later than **July 23, 2014** to the following address prior to claims being made by your jurisdiction:

Randy Silvey
Emergency Management Performance Grant Awards
PO Box 116
Jefferson City, MO 65102

The CFDA number for the Emergency Management Performance Grant is CFDA 97.042. Missouri's 2014 Award Number is **EMW-2014-EP-00005**.

This award is subject to all administrative and financial requirements as outlined in the 2014 EMPG Funding Opportunity Announcement, Grant Award Special Conditions (see attached), and the DHS FEMA approved application submitted on behalf of SEMA. This includes the timely submission of all financial and programmatic reports.

Thank you for your support and cooperation with this effort. If you have any questions, please contact your Grant Specialist, Randy Silvey, at 573-751-3401, randy.silvey@dps.mo.gov or Amy Lehman, Fiscal Specialist at 573-751-0788, amy.lehman@dps.mo.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Walker".

Ronald Walker
Director



A Nationally
Accredited
Agency



State Emergency Management Agency
2302 Millia Drive
P.O. Box 116
Jefferson City, MO 65102
Phone: (573) 526-9100
Fax: (573) 634-7966

GRANT AWARD OF CONTRACT

DATE

July 9, 2014

Award Number

EMW-2014-EP-00005-118

Amendment No.

N/A

GRANTEE NAME

City of Willard

GRANTEE ADDRESS

PO Box 187
Willard, Missouri 65781

GRANTEE VENDOR NUMBER

43-0890176

ISSUING AGENCY

MO State Emergency Management Agency
PO Box 116
Jefferson City, MO 65102

PROJECT TITLE

FY 2014 Emergency Management Performance Grant

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO
97.042

PERFORMANCE PERIOD

FROM: 1/1/2014

TO: 12/31/2014

FEDERAL AWARD AMOUNT

\$ 14,828.86

LOCAL COST SHARE

\$ 14,828.86

TOTAL AWARD AMOUNT

\$ 29,657.72

EMPG GRANT SPECIALIST

NAME

Randy Silvey

E-MAIL ADDRESS

Randy.silvey@dps.mo.gov

TELEPHONE

573-751-3401

GRANTEE PROJECT DIRECTOR

NAME

Donna Gordon

E-MAIL ADDRESS

police@cityofwillard.org

TELEPHONE

417-742-5340

SUMMARY DESCRIPTION OF PROJECT

The purpose of the EMPG Program is to make grants to locals in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). Title VI of the Stafford Act authorizes grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, States, and their political subdivisions. SEMA, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards in the State of Missouri.

TYPED NAME AND TITLE OF OHS OFFICIAL

Ronald Walker, Director

SIGNATURE OF APPROVING OHS OFFICIAL

DATE

07/09/14

TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL

Wendell Folshee, Mayor of Willard, Mo.

SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL

DATE

THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT, THE GRANTEE IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

SPECIAL CONDITIONS

DATE
07/09/2014

AWARD NUMBER
EMW-2014-EP-00005-118

Article I - Assurances, Administrative Requirements and Cost Principles

a. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact SEMA if you have any questions.

The administrative requirements that apply to SEMA award sub-recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

b. The cost principles that apply to DHS award sub-recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal sub-recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article II - Acknowledgment of Federal Funding from DHS

All sub-recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article III - Activities Conducted Abroad

All sub-recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article IV - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All sub-recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments:
http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and
http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article V - Copyright

All sub-recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article VI - Debarment and Suspension

All sub-recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article VII - Drug-Free Workplace Regulations

All sub-recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article VIII - Duplication of Benefits

All sub-recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article IX - False Claims Act and Program Fraud Civil Remedies

All sub-recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article X - Federal Debt Status

All sub-recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

Article XI - Fly America Act of 1974

All sub-recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article XII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all sub-recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article XIII - Lobbying Prohibitions

All sub-recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the sub-recipient to pay any person to influence, or attempt to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XIV - Non-supplanting Requirement

Sub-recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or sub-recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article XV - Trafficking Victims Protection Act of 2000

All sub-recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the sub-recipient —

- (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (b) Procures a commercial sex act during the period of time that the award is in effect; or
- (c) Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article XVI - USA Patriot Act of 2001

All sub-recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article XVII - Use of DHS Seal, Logo and Flags

All sub-recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XVIII - SEMA Specific Acknowledgements and Assurances

All sub-recipients must acknowledge and agree—and require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing SEMA access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipients must cooperate with any compliance review or complaint investigation conducted by SEMA.
2. Sub-recipients must give SEMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by SEMA regulations and other applicable laws or program guidance.

3. Sub-recipients must submit timely, complete, and accurate reports to the appropriate SEMA officials and maintain appropriate backup documentation to support the reports. Future awards and fund draw downs may be withheld if these reports are delinquent.

4. Sub-recipients are required to use WebGrants (<http://dpsgrants.dps.mo.gov/>) to submit Quarterly Status Reports and Claim Requests. Sub-recipients are encouraged to submit Claim Requests throughout the quarter to allow for more up-to-date tracking of grant progress and prevent reimbursement delays.

Status Reports and Claim Requests for each billing period are due to SEMA as follows:

Quarter 1 (January 1 to March 31) and Quarter 2 (April 1 to June 30): Due July 15, 2014*

Quarter 3 (July 1 to September 30): Due October 15, 2014

Quarter 4 (October 1 to December 31): Due January 31, 2015

*Any delinquent status reports or claim requests from the 1st and 2nd Quarters must be submitted to SEMA upon return of this signed award document.

5. Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in federal or state program guidance.

6. If, during the past three years, the sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the sub-recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to SEMA.

7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the sub-recipient, or the sub-recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to SEMA.

The United States and the State of Missouri has the right to seek judicial enforcement of these obligations.

Article XIX - Incorporation by Reference of Funding Opportunity Announcement

The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the 2014 EMPG Funding Opportunity Announcement, Missouri 2014 EMPG Program Manual, OHS Administrative Guide, and OHS Information Bulletins.

Article XX - Acceptance of Post Award Changes

In the event SEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, sub-recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

Article XXI - Age Discrimination Act of 1975

All sub-recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XXII - Americans with Disabilities Act of 1990

All sub-recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits sub-recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

Article XXIII - Title VI of the Civil Rights Act of 1964

All sub-recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, 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.

Article XXIV - Civil Rights Act of 1968

All sub-recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits sub-recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article XXV - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All sub-recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that sub-recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, sub-recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required sub-recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a sub-recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

Article XXVI - SAFECOM

Sub-recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXVII - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All sub-recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article XXVIII - Rehabilitation Act of 1973

All sub-recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination

under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXIV -- Other Special Conditions

1. All sub-recipients must submit an equipment inventory to SEMA by September 1, 2014. Claim payments received after September 1, 2014 will be withheld until such equipment inventory is received by SEMA. Equipment items purchased since January 1, 2010 must be included on the inventory. Equipment is defined as tangible property having an acquisition cost of at least \$ 1,000.00 and a useful life of more than one year. A copy of the Inventory Form may be obtained at the SEMA website.

2. Sub-recipients are required to ensure that all EMPG funded personnel complete the following DHS/FEMA training courses within twelve (12) months of hire and record proof of completion, IS 100, IS 120, IS 200, IS 230, IS 235, IS 240, IS 241, IS 242 IS 244, IS 700, IS 800 and L-146 HSEEP*.

SEMA training records indicate EMPG funded personnel within your agency have not completed the required courses or have not provided proof of completion. Claim payments received after September 1, 2014 will be withheld until such proof of training is received by SEMA for the following courses:

Donna Gordon - IS 100, IS 120, IS 200, IS 230, IS 235, IS 240, IS 241, IS 242 IS 244, IS 700, IS 800

*EMPG funded exercise officers and management personnel involved in the design and evaluation of exercises must complete L-146 HSEEP within 24 months of hire and record proof of completion.

3. Sub-Recipients of 2014 EMPG funding are required to ensure that all EMPG funded personnel actively participate in three (3) exercises during the performance period. Jurisdictions must identify planned quarterly activity to meet these requirements on the 2014 EMPG application and Status Reports. Failure to comply with this requirement could result in claim payments being held until the requirement is met.

Missouri Department of Public Safety

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Application

Instructions

Print to PDF will convert the application plus any PDF attachments into a single PDF file. Release for Review will change the status of the application to Under Review and move it on to the evaluation process. Negotiation will allow you to unlock one or more sections of the application and route the application back to the applicant for further editing. Annotations allow internal staff to add notes that are visible to internal staff only and possibly also reviewers if they have a special security privilege. The applicant cannot see these notes. Versions will display all component versions that were created as a result of the negotiation process. Feedback allows staff to enter feedback about the application to the applicant. The feedback text will appear at the bottom of the application and will be visible to anyone who has access to the application. Withdraw changes the status of the application to Withdrawn and removes the app from the evaluation process.

Application Details

[Map](#) | [Print to PDF](#) | [Negotiation](#) | [Annotations\(0\)](#) | [Versions](#) | [Feedback](#) | [Withdraw](#)

32590 - FY14 Emergency Management Performance Grants - Final

32789 - Emergency Management Performance Grant Emergency Management Performance Grants (EMPG)

Status: Under Review

Original Submitted
Date: 03/25/2014 2:46 PM

Last Submitted
Date: 05/29/2014 2:12 PM

Applicant Information

Primary Contact:

Name:*	Ms.	Donna	Gordon
	Title	First Name	Last Name
Job Title:*	Administrative Assistant		
Email:*	police@cityofwillard.org		
Mailing Address:*	PO Box 187		
Street Address 1:	795 E Hughes Rd		
Street Address 2:			
*	Willard	Missouri	65781
	City	State/Province	Postal Code/Zip
Phone:*	417-742-3077		
Fax:*	417-742-4710		
			Ext.

Organization Information

Agency Code	
Applicant Agency:*	Willard Emergency Management Agency, City of
Organization Type:*	Government
Benefactor	
Federal Tax ID#:	430890176
	9 digits (no hyphen)
DUNS #:	091357616
CCR Code:	
	Valid Until Date
Organization Website:	cityofwillard.com
Mailing Address:*	PO Box 187
Street Address 1:	
Street Address 2:	
City*	Willard
	City
County:*	Greene
	State/Province
	65781
	Postal Code/Zip
	0187
	+ 4

Congressional District:*	07	
Grant Regions		
Phone:*	417-742-3033	Ext.
Fax:*	417-742-3080	

Contact Information**Authorized Official**

Enter the name and address of the individual who has the authority to legally bind the applicant agency.

· City Government - If the applicant agency is a city, the mayor/ city administrator shall be the Authorized Official.

· County Government - If the applicant agency is a county, the presiding commissioner shall be the Authorized Official.

Authorized Official:*	Mr.	J Everett	Mitchell
	Title	First Name	Last Name
Job Title:*	City Administrator		
Agency:*	City of Willard		
Mailing Address:*	PO Box 187		
Street Address 1:	224 W Jackson		
Street Address 2:			
City/State/Zip*	Willard	Missouri	65781
	City	State	Zip Code
Email:*	ca@cityofwillard.org		
Phone:*	417-742-5304		
	Office	Ext.	Cell
Fax:*	417-742-3080		

Project Director

For EMPG grants the EMD is the Project Director.

Emergency Management Director:*	Mrs.	Donna	Gordon
	Title	First Name	Last Name
Agency:*	City of Willard		
Emergency Management Director Date of Hire:*	01/27/2014		
Mailing Address:*	PO Box 187		
Street Address 1:	795 Hughes		
Street Address 2:			
City/State/Zip*	Willard	Missouri	65781
	City	State	Zip Code
Email:*	police@cityofwillard.org		
Phone:*	417-742-5340		
	Office	Ext.	Cell
Fax*	417-742-4710		

Fiscal Officer

Fiscal Officer:*	Ms.	Carolyn	Halverson
	Title	First Name	Last Name
Job Title:*	Financial Officer		
Agency:*	City of Willard		
Mailing Address:*	PO Box 187		
Street Address 1:	224 W Jackson		
Street Address 2:			
City/State/Zip*	Willard	Missouri	65781

	City	State	Zip Code
Email:*	cfo@cityofwillard.org		
Phone:*	417-742-5301		
	Office	Ext.	Cell
Fax*	417-742-3080		
Project Contact Person			
Is the Emergency Management Director and the Project Contact Person the same?*			
Yes If the EMD & Project Contact are same it is not necessary to complete the Project Contact information.			
Project Contact Person:			
	Title	First Name	Last Name
Job Title:			
Agency:			
Mailing Address:			
Street Address 1:			
Street Address 2:			
City/State/Zip			
	City	State	Zip Code
Missouri			
Email:			
Phone:			
	Office	Ext.	Cell
Fax:			

Project Narrative Justification

Project Title:	Project Type:	The requested funds will be used to:	Select the primary Core Capability that will be supported by this proposed project.	Select the primary Missouri State Homeland Security Strategy Goal Objective that will be supported by the proposed project.	Project Narrative Summary
EMPG FISCAL YR 2014	Establish/enhance emergency operations center	Sustainment of Existing Project	Prevention Planning	1.1 Planning	Our goal is to maintain an accurate hazard analysis and risk assessment; capabilities required to prevent, protect, and mitigate against, respond to, and recover from acts of all-hazards are available when and where they are needed; plans are vertically and horizontally integrated with appropriate departments, agencies, and jurisdictions; and where appropriate, plans incorporate a mechanism for requesting state and federal assistance with a clearly delineated process for seeking and requesting assistance from appropriate agencies.

Baseline Requirement #1 - Emergency Operations Center (EOC)

EOC Location:	EOC Street Address:	EOC City:	EOC State:	EOC Zip:	EOC Phone Number:	EOC Alternative Phone Number:	EOC Contact Person:	Contact Street Address:	Contact City:	Contact State:	Contact Zip:	Contact Phone Number:	Contact Cell Number:	Contact Email:
Willard City Hall	224 W Jackson	Willard	Missouri	65781	417-742-3033	417-742-3077	Donna Gordon	224 W Jackson	Willard	Missouri	65781-	417-742-3077	417-300-2363	police@cityofwillard.org

Baseline Requirement #2 - Local Emergency Operations Plan (LEOP)

I understand at minimum requirement my awarded agency must update/review our LEOP annually and maintain SEMA verification document with identified changes.	Date of last LEOP update/review?	Have you provided your State Emergency Management Agency (SEMA) Area Coordinator with your agency's LEOP?	Upload updated LEOP:	1st Quarter Planned Activities: 1/1/2014 - 03/31/2014	2nd Quarter Planned Activities: 4/1/2014 - 06/30/2014	3rd Quarter Planned Activities: 7/1/2014 - 09/30/2014	4th Quarter Planned Activities: 10/1/2014 - 12/31/2014

Yes	02/25/2013	Yes		Participate In EOC Workshop	Participate in exercise workshop, table top and full-scale exercise. Bring appointed officials to NIMS compliance. Participate in annual TEPW.	Attend Webinar to complete K-146 HSEEP. Update EOP.	Participate in state or regional THIRA development. LEOP will be updated.
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Baseline Requirement #3 - National Incident Management System (NIMS)

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	Check box if your agency answered 'No' for any questions 1 - 10?	1st Quarter Planned Activities: 1/1/2014 - 03/31/2014	2nd Quarter Planned Activities: 4/1/2014 - 06/30/2014	3rd Quarter Planned Activities: 7/1/2014 - 9/30/2014	4th Quarter Planned Activities: 10/1/2014 - 12/31/2014	I understand my awarded agency must participate in the statewide Kind & Typing initiative. Including development of a deployable assets list that supports the Kind & Typing initiative.
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes						Yes

Baseline Requirement #4 - Training Requirements

1. All EMPG funded personnel have completed the minimum required FEMA trainings?	2. All EMPG funded exercise officers and management personnel involved in the design and evaluation of exercises have completed the minimum required SEMA trainings?	If not all EMPG funded personnel have completed required trainings please explain why not:	Check box if your agency answered 'No' for any questions 1 - 2?	1st Quarter Planned Activities: 1/1/2014 - 3/31/2014	2nd Quarter Planned Activities: 4/1/2014 - 6/30/2014	3rd Quarter Planned Activities: 7/1/2014 - 9/30/2014	4th Quarter Planned Activities: 10/1/2014 - 12/31/2014
Yes	No	L-146 HSEEP - I have not taken this course yet as I was just appointed Emergency Management Director for the City of Willard as of 01/27/14. I am scheduled to attend the Webinar for this course in Aug. 2014	Yes	Attend EOC Workshop.	Participate in state wide exercise; 1 discussion-based, 1 tabletop, and 1 fullscale.	Complete webinar for L-0146 (HSEEP)	Coordinate NIMS training for elected officials.

Baseline Requirement #5 - Exercise Requirements

1. I understand all EMPG funded personnel shall participate in no less than two (2) discussion-based and one (1) operations-based exercises per calendar year.	2. I understand that all EMPG funded personnel are required to participate in a full scale exercise at a minimum of once every three (3) years.	1st Quarter Planned Activities: 1/1/2014 - 3/31/2014	2nd Quarter Planned Activities: 4/1/2014 - 6/30/2014	3rd Quarter Planned Activities: 7/1/2014 - 9/30/2014	4th Quarter Planned Activities: 10/1/2014 - 12/31/2014
Yes	Yes	EOC workshop	Participate in state-wide exercise; 1 planning, 1 table top, 1 full scale	Participate in AAR for exercise	Participate in any post exercise activities

Baseline Requirement #6 - Training & Exercise Plan Workshops (TEPW)

I understand that all EMPG sub-recipients are required to conduct or participate in an annual Training and Exercise Plan Workshop (TEPW).
Yes
Yes

Baseline Requirement #7 - WebEOC

I understand that my awarded agency will be required to utilize WebEOC during incidents, events and related WebEOC trainings.
Yes
Yes

Baseline Requirement #8 - THIRA

I understand that all EMPG sub-recipients are required to participate in the development or maintenance of state or regional THIRA.

Yes

Baseline Requirement #9 - Status Reports & Claims

Application Acknowledgement:

I understand that my awarded agency will be required to submit quarterly status reports and claims by July 15th, October 15th and January 31st.

Yes

This Form Completed By:

Mrs.	Donna Gordon	417-742-3077	03/14/2014	police@cityofwillard.org
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Personnel

Name:	Position Title:	Position Status:	Employment Status:	Salary per Pay Period:	Number of Pay Periods:	% of Grant Funded Time:	Total Salary Cost:	Federal Share:	Match Share:	Line Item Code:
Donna M Gordon	Emergency Management Director	Existing	Part Time	\$10,000.00	1.0	100.0	\$10,000.00	\$5,000.00	\$5,000.00	
							\$10,000.00	\$5,000.00	\$5,000.00	

Personnel Justification

For each position, provide a separate Emergency Management narrative justification.

If you request a new position or an increase for a current position, please explain why it is being requested. How has the agency paid for this expense in the past?

Personnel -- The position of Emergency Management Director manages and oversees all City Operations relating to Emergency Management regulations according to state and federal regulations and City Ordinances. The City of Willard Office of Emergency Management has been partially funded with the EMPG for approximately the last 10 years or so.

Personnel Benefits

Name:	Enter employees Total Salary:	Indicate the % of total benefits:	Total Benefit Cost:	Federal Share:	Match Share:	Line Item Code:
Donna M Gordon	\$10,000.00	11.65	\$1,165.00	\$582.50	\$582.50	
			\$1,165.00	\$582.50	\$582.50	

Personnel Benefits Justification

If personnel benefits are included in the budget, provide percentage breakdown by position for each fringe benefit.

Benefits: FICA and Insurance - 7.65%

Pension/Retirement- 4%

Emergency Operations Center Supplies & Operating Expenses

Supply/Operation Type:	Item Name:	Basis for Cost Estimate:	Quantity:	Unit Cost:	Total Supply and Operation Cost:	Federal Share:	Match Share:	Line Item Code:
Other (Computer, projector, chair, etc.)	Contract with Greene Co OEM	Quarterly	4.0	\$3,986.00	\$15,984.00	\$7,992.00	\$7,992.00	
Phone	Emergency management phon	Monthly	12.0	\$28.44	\$341.28	\$170.64	\$170.64	
EOC Maintenance (copier, computer, generator, etc.)	EOC generator fuel and maintainance	Annually	1.0	\$100.00	\$100.00	\$50.00	\$50.00	
Registration Fees (professional membership dues, conferences, etc.)	SEMA conference fee	Annually	1.0	\$67.44	\$67.44	\$33.72	\$33.72	
					\$16,492.72	\$8,246.36	\$8,246.36	

Emergency Operations Center Supplies & Operating Expenses Justification

If supplies or operating expenses are included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

General Office Supplies - General basic office supplies needed to perform Emergency Management duties.

Other (Contract with Green County OEM). The City of Willard voted to contract out to the Greene County, Missouri Office of Emergency Management for the following services: Coordinate and write all mitigation planning activities to support local role in County Mitigation plan. Coordinate and write jurisdictional EOP. Coordinate and offer all trainings necessary to fulfill NIMS compliance requirements. Coordinate and offer exercises, following HSEEP guidelines to test local plans and personnel. Coordinate and write after action reports for exercises, outlining a corrective action plan to improve lessons learned. Recommend improvements to local emergency management programs, consistent with other best practices in the area. Represent area municipality at relevant county or regional emergency management meetings.

Phone - The State Emergency Management Agency requires that the local EM Director must be able to be contacted 24/7, a phone (cell phone) is a necessary piece of equipment.

EOC Generator Fuel and Maintenance - The City of Willard currently owns an automatic generator to power our primary EOC. This generator requires regular maintenance and fuel.

Registration/Membership dues: Registration fees for the annual SEMA conference are \$150.00 (Early Bird price). This conference has many great sessions for emergency management professionals to networking and training. MESA membership dues are annual.

Emergency Operations Center Office Equipment

Item Name:	AEL Category:	AEL #	Qty:	Total Office Equipment Costs:	Federal Share:	Match Share:	Line Item Code:
Transfer Switch	Power Equipment (Category 10)	10PE-00-PTSW	1.0	\$1,000.00	\$500.00	\$500.00	

Emergency Operations Center Office Equipment Justification

If equipment is included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

Travel

Item Name:	Category:	Explanation of Other Travel	Total Cost	Federal Share:	Match Amount:	Line Item Code:
SEMA Conference	Mileage		\$168.00	\$84.00	\$84.00	
SEMA Conference	Lodging	SEMA Conference	\$432.00	\$216.00	\$216.00	
Travel to trainings/exercises	Mileage		\$400.00	\$200.00	\$200.00	
			\$1,000.00	\$500.00	\$500.00	

Travel Justification

If travel is included in the budget, provide justification for each expense. Explain why it is necessary to the success of the proposed project. Include: schedule of travel, duration, location and frequency.

For conferences, identify the location, date(s), and attendee(s) of the conference.

-Travel – Attendance at the SEMA conference for networking and training opportunities. The per diem rate is for lunch and dinner only. Breakfast is provided by the hotel. Mileage is state allowance. Our office will also incur mileage to attend exercises and various trainings.

Total Budget

Personnel	\$5,000.00	\$5,000.00	\$10,000.00
	Federal	Match	Total
Benefits	\$582.50	\$582.50	\$1,165.00
	Federal	Match	Total
Supplies & Operations	\$8,246.36	\$8,246.36	\$16,492.72
	Federal	Match	Total
Office Equipment	\$500.00	\$500.00	\$1,000.00
	Federal	Match	Total
Travel	\$500.00	\$500.00	\$1,000.00
	Federal	Match	Total
TOTAL	\$14,828.86	\$14,828.86	\$29,657.72
	Federal	Match	Budget

Match Total from Budget

Match Funds from Budget	\$14,828.86
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Certification of Local Match

Type of Match:	Source Name	Quantity:	Unit Cost:	Match Amount
Hard	General Revenue	1	18018.28	\$18,018.28
				\$18,018.28

Audit Certification

We have exceeded the federal expenditure threshold of \$500,000 in federal funds during agency's last fiscal year. We will have our Single Audit or Program Specific Audit completed and will submit the audit report within nine (9) months after the end of the audited fiscal year.

Threshold Exceeded?* No

Federal Fund Schedule

Federal Grantor	Pass-Through Grantor	Program Name:	CFDA Number:	Contract Number:	Expenditures:
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Certified By:

*	Carolyn	Halverson	Chief Financial Officer		
	First Name	Last Name	Title		
*	PO Box 187	Willard	Missouri	65781-	
	Address	City	State	Zip Code	
*	417-742-3033	301	cfo@cityofwillard.org	03/14/2014	
	Telephone	Ext.	Cell Phone	E-mail Address	Date

Audit Details

Date last audit completed: 04/28/2014

Dates covered by last audit: 01/01/2012 - 12/31/2012

Last audit performed by: Davis, Lynn, Moots PC

Phone number of auditor: 417-882-0904

Upload feature is available outside of the edit mode. Save information in form and then upload previous audit file.

If Available: Upload Previous Audit 12-31-13 City of Willard audit report.pdf

If next audit information known complete remaining questions.

Date of next audit: 03/24/2014

Dates to be covered by next audit: 01/01/2013 - 12/31/2014

Next audit will be performed by: KPM, CPAs, Inc.

Certified Application Assurance

To the best of my knowledge and belief, all data in this application is correct and the document has been duly authorized by the governing body of the agency. As the applicant agency, we attest to and will comply with the requirements of the 2014 EMPG grant.

I have read and am familiar with the following documents:

2014 EMPG Solicitation Letter
 2014 Missouri EMPG Program Manual
 2013 Federal EMPG Funding Opportunity Announcement

I have provided copies of these documents to the Authorized Official and Project Director.

Your typed name as the applicant represents your acceptance of the requirements of this application.

Name:* Donna Gordon

Job Title:* Emergency Management Director

Date:* 03/24/2014

Other Attachments

File Name	Description	File Size
EM Job Description.pdf (230 KB)	Emergency Management Job description	230 KB

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Missouri Department of Public Safety

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2014 Olsson Associates Contract

AGENDA ITEM #6

Ordinance accepting the contract with Olsson Associates for Consulting Services for a Wastewater Facilities Master Plan for the City of Willard. (1st and 2nd Read).

Discussion/Vote.

AN ORDINANCE

AUTHORIZING the Mayor, or his designee, to enter into a municipal agreement with Olsson Associates for the purpose of providing engineering consulting services for the purpose of conducting a Wastewater Master Facility Plan for the City of Willard.

WHEREAS, the City of Willard, Missouri did advertise and seek proposals from qualified firms for the purpose of providing engineering consulting services, and

WHEREAS, Staff after following the state regulations on eligibility and procurement guidelines, has determined that Olsson Associates is the best applicant, and

WHEREAS, in accordance with Chapter 70, Section 70.210 and Section 70.220 of RSMo; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, as follows:

Section 1 – The Board of Aldermen of the City of Willard hereby authorize the Mayor to execute the agreement between the City of Willard and Olsson Associates for consulting services; and

Section 2 – Said agreement will include the requirements as stated in Exhibit “A”; and

Section 3 - This Ordinance will be in full force and effect from and after passage.

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 22nd DAY OF July, 2014.

Approved as to form: _____
Ken Reynolds, City Attorney

Attested by:

Approved by:

Dale Duvall, City Clerk

Wendell Forshee, Mayor

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
_____ DAVID ROGGENSEES	_____	_____	_____
_____ DAVID LARIMORE	_____	_____	_____
_____ BRADLEY MOWELL	_____	_____	_____
_____ MICHAEL BARR	_____	_____	_____
_____ MEREDITH REAVES	_____	_____	_____
_____ DON LEE	_____	_____	_____



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

July 22, 2014

Mr. J. Everett Mitchell
City Administrator
City of Willard
PO Box 187
Willard, Missouri 65781

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
WILLARD WASTEWATER MASTER FACILITY PLAN

Dear Mr. Mitchell:

It is our understanding that City of Willard ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide professional engineering services associated with development of a Wastewater Master Facility Plan that includes an overall assessment of all municipal owned or operated facilities in Willard and the Meadows area, evaluation of all pumping stations for current and future conditions and the development of an Inflow and Infiltration Reduction Plan. A full description of the Scope of Services is attached. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: August 1, 2014
Anticipated Completion Date: December 1, 2014

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule for delays caused by Client or delays caused by third parties.

COMPENSATION

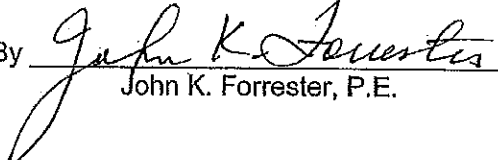
Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Fifty Thousand and 00/100 Dollars (\$50,000) which includes reimbursable expenses. Olsson shall submit invoices based on a percentage of work completed on a monthly basis and payment is due within 30 calendar days of invoice date.

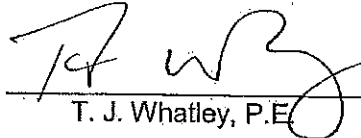
TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By 
John K. Forrester, P.E.

By 
T. J. Whatley, P.E.

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF WILLARD

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

Billing Rate Schedule

Reimbursable Expense Schedule

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated July 22, 2014 between City of Willard, Missouri ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement. If amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Value engineering; the preparation of rate schedules; earnings or expense statements; cash flow evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, Olsson and the Client determine additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by

any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety, Olsson will assume responsibility for the safety of their own employees. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of

Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the

means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or

negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation. If the parties choose arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in the location of the project.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, the Client shall receive ownership of the Work Product. However, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such

transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such Information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous

Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment, except in the event of gross negligence by Olsson

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.10 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of in which the project is located. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of

services shall be brought in a court of competent jurisdiction in Nebraska.

7.11 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.12.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.13 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.14 Limitation on Damages

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.15 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

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EXHIBIT B

CITY OF WILLARD WASTEWATER MASTER FACILITY PLAN PROPOSED DESCRIPTION AND ENGINEER'S SCOPE OF SERVICES

1.01 Project Description

The City of Willard has submitted an engineering study grant application to the Missouri Department of Natural Resources for financial assistance for professional engineering services associated with the City's wastewater system. The services to be completed in the engineering study include evaluating the City wastewater collection, pumping, and force main systems within Willard proper, evaluating the collection, pumping, forcemain, and lagoon treatment system for the Meadows area and development of an Inflow and Infiltration (I&I) Reduction plan. In considering the City's local wastewater system, strong emphasis will be placed on evaluating Lift Station D and Regional Lift Station. With each system (Local and Meadows), Olsson will determine the existing capacity of all facilities, develop projections for future capacity and recommend upgrades and present all problems discovered through the evaluations. Final presentation of the Master Facility Plan will include descriptions of findings and recommendations and include necessary maps, charts, and tables, along with recommended improvements over a 10 year period in 5 year increments. Olsson Associates (Olsson) will assist the City with the collection of the necessary data on the existing wastewater collection and treatment system and develop a Municipal Wastewater Master Facility Plan for the existing system as set forth in the Missouri Department of Natural Resources (MoDNR) engineering study grant award.

2.01 Engineer's Scope of Services

Olsson shall perform for the City of Willard professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as City's professional representative for the Project, providing professional consultation and advice, and furnishing customary services incidental thereto. Olsson proposes the following scope of services to prepare the required planning document:

A. Project Management and Coordination

Olsson will coordinate and facilitate all aspects of this effort including meetings with City staff, City Council, any Citizen Committee if required. We will correspond with the City during execution of the project including submittal of a monthly project progress report and provide assistance to the City in administration of the project grant.

B. Evaluation of the Existing Collection System

1. Meet with the City of Willard Staff to discuss overall scope of the project and initiate requests of collection system records. Records will include electronic collection system layout, pumping station records (monthly run time meter readings over the past 5 years and record pumping station drawings) We will also need to obtain available information regarding operational practices for the collection, pumping, forcemains and Meadows treatment system, and known areas that experience backups, excessive flows and general areas of concern. At this meeting a defined project planning area (boundary) will be established.

2. Perform an inspection of each pumping station to determine existing capacity, operational function, station deficiencies, and necessary upgrades for current conditions. Actual tests will be performed on each pumping unit to determine existing capacity. This will involve all pumping stations (Local and Meadows area). City Staff shall be available to assist with testing operations.
3. Review all previous studies and existing drawings of each system.
4. Evaluate local topography, including natural and man-made barriers and how it relates to the existing collection system.
5. Inventory existing systems from data received from the City along with Staff concerns.
6. Project future populations and wastewater flows within the planning area established. Flow projections will encompass average daily (wet and dry weather), minimum dry weather flow, and peak daily flow that has occurred over the past 5 years. Estimate and identify inflow and infiltration quantities and rates using historical data for the existing service area.
7. Evaluate expansion of the existing collection system within the planning area to adequately collect and transport wastewater flow to the City of Springfield based on the current system arrangement for Willard proper. Options for collecting the wastewater generated from the Meadows area will be evaluated and will include lagoon/land application decommissioning and transporting flow to the City of Springfield. System recommendations will seek to eliminate as many existing pumping stations as feasible and minimize the number of future stations.
8. Develop an inventory list of existing forcemains and air release valves.

C. Development of an Inflow & Infiltration Reduction Plan

Olsson will review and evaluate the existing field investigation procedures and results the City has previously experienced. From our review, we will develop an Inflow and Infiltration reduction Plan that incorporates previous City work to establish a plan for collection system investigations to locate sources of excessive I&I entering the collection system. The plan will include recommendations for investigative procedure for both the public and private sectors. On the public side, procedures may include smoke testing, manhole inspection, manhole vacuum testing, closed circuit televising, hydraulic modeling, and flow monitoring. On the private side, procedures may include physical home inspections of the private service laterals, clean outs, area drains, foundation crawl spaces and basement floor drains and sump pumps.

D. Evaluate Alternatives and Provide Opinion of Probable Cost

Olsson will evaluate multiple options for handling projected peak flows within the collection system and incorporate reasonable I&I reduction rates to establish alternatives for accommodating all wastewater flow generated from users and excessive I&I. Alternatives will

investigate equipment upgrades, off-line storage for flow equalization and provide an opinion of probable cost for all options.

E. Develop Recommended Improvement Plan and Implementation Schedule

Olsson will develop a list of the recommended improvement alternatives that have been selected for expansion of the collection system and reduction of excessive I&I discovered during implementation of the Master Facility Plan. The plan will provide a schedule for the implementation of the proposed investigative procedures and recommended improvements over a 10-year period.

F. Assemble Final Report and Exhibits

Olsson shall assemble the information gathered and proposed improvement recommendations into a Municipal Wastewater Master Facility Plan that includes an I&I Reduction Plan, complete with supporting appendices, map, charts and exhibit information. Olsson shall provide the City with 2 original hard copies of the final report and a digital copy, saved on a CD, of the final report. Also, 2 hard copies will be provided to MoDNR to satisfy the requirements of the proposed engineering study grant.



BILLING RATE SCHEDULE - YEAR 2014

<u>Classification</u>	<u>Hourly Rate</u>
Client Manager	150.00
Senior Engineer	171.00
Senior Project Engineer	140.00
Project Engineer	121.00
Associate Engineer	100.00
Assistant Engineer	85.00
Student Engineer	52.00
Project Landscape Architect	100.00
Senior Surveyor	95.00
Surveyor	85.00
Associate Surveyor	65.00
Assistant Surveyor	54.00
Design Associate	97.00
Design Technician	79.00
Senior Technician	78.00
Associate Technician	65.00
Assistant Technician	55.00
Student Technician – Level 1	40.00
Administrative Coordinator	68.00
Administrative Assistant	58.00
Secretarial	57.00

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles	\$0.56/mile*
Suburbans and Pick-Ups	\$0.75/mile*
Other travel or lodging cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including mylars and linens	
In-house	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including express mail and special delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of deeds, easements or other Project Related documents	Actual Cost+10%
Fees for applications or permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%

* Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).