

CITY		CONSULTANT	
<b>CITY OF JOPLIN</b> <b>602 S. MAIN STREET</b> <b>JOPLIN, MO 64801</b>		Name: GUIDEHOUSE LLP	
		Address: 1800 TYSONS BLVD, 7 <sup>TH</sup> FLOOR MCLEAN, VA 22101	
Attention: Troy Bolander Director, Planning Development & Neighborhood Services		Attention: Gaurav Menon, Partner	
Department: Planning Development & Neighborhood Services		Phone: 267-879-9730	Fax: 703-918-3100
Phone: 417-624-0820, Ext 510	Fax: 417-625-4738		

**WORK AUTHORIZATION NUMBER GH-CV-1  
TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES**

This Work Authorization dated May 4, 2020 incorporates the terms and conditions of the MASTER PROFESSIONAL SERVICES AGREEMENT between Guidehouse LLP (“GH”) and CITY OF JOPLIN (referred to as “City” or the “Client”), dated May 4, 2020 (the “Agreement”), and applies to the performance of consulting services described in Exhibit A (the “Services”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

1. **Services.** The City agrees to engage the services of the Consultant and the Consultant agrees to perform the services hereinafter set forth in connection with projects described in **Exhibit A**.

2. **Addition to Services.** The parties may agree to add to the Consultant services or delete therefrom activities of a similar nature to those set forth in Exhibit A. All such directives and changes shall be in written form (a “Change Order”) and prepared and approved by the City and, once accepted by the Consultant, countersigned by the Consultant. The Consultant shall not be obligated to undertake such changed activities unless and until the mutual execution of an amendment.

3. **Term.** The services of the Consultant shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed by the date set forth in Section 3 of **Exhibit A**.

4. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Consultant providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Consultant shall notify the City if Consultant anticipates that the contract amount may be exceeded, in order to determine whether or

5. not the City is prepared to increase the total compensation. The Consultant shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

6. **Payment.** Client will compensate GH under the terms in **Exhibit A** for the Services performed under this Work Authorization. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Work Authorization Number GH-CV-1 exceed the sum of \$55,000.00.

7. **Insurance.** Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. It shall be the responsibility of the Consultant to maintain the required insurance coverage at all times during the term of the Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance shall be filed with the City within 24 hours of the time that this contract is signed by the Consultant. The required endorsements shall be provided within forty five days after the applicable policies renew. Consultant shall provide thirty (30) days written notice prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin – Planning, Development and Neighborhood Services, 602 S. Main, Joplin, MO 64801; and

All policies except for the professional liability policy shall include the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(See, <http://insurance.mo.gov/industry/sovimmunity.php> ).

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

- a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.  
Employer's Liability..... \$1,000,000.00

- b. Commercial General Liability Insurance, including coverage for Contractual Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty Four and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty Five Thousand Eight Hundred Forty Nine and no/100 Dollars (\$435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Consultant agrees to cause its insurer to include City as an additional insured on such insurance policy, and said policy shall be primary and noncontributory.

- c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty Four and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty Five Thousand Eight Hundred Forty Nine and no/100 Dollars (\$435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

- d. Subcontracts. In case any or all of this work is sublet, the Consultant shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Consultant shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

- e. Notice. The Consultant and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract in the form of current edition ACORD® certificate of insurance forms.

- f. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Consultant, upon 10 days written notice, to execute a contract addendum whereby the Consultant agrees to provide, at a price not exceeding Consultant's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

- 8. All other terms and conditions of the original Agreement shall remain in effect.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**REVIEWED FOR APPROVAL**

**GUIDEHOUSE LLP**

By: \_\_\_\_\_

Printed Name: Gaurav Menon

Title: Partner

Date: \_\_\_\_\_

**CERTIFICATE OF DIRECTOR OF FINANCE**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

\_\_\_\_\_  
Leslie Haase, Director of Finance

**CITY OF JOPLIN**

By: \_\_\_\_\_  
Troy Bolander  
Director, Planning Development & Neighborhood Services

By: \_\_\_\_\_  
Nicholas Edwards  
City Manager

**APPROVED AS TO FORM**

\_\_\_\_\_  
Peter Edwards, City Attorney

Date: \_\_\_\_\_

# **EXHIBIT A - WORK AUTHORIZATION NUMBER GH-CV-1**

## **1. General:**

The Scope of Services identified in this Work Authorization are associated with the funds related to administrative services for the COVID-19 response.

## **2. Term:**

All work tasks under this Work Authorization shall be completed no later than June 26, 2020 unless specifically agreed to in writing by the City of Joplin.

## **3. Scope of Services and Budget for Proposed Work Authorization Number 1:**

### **Phase I: Respond: Strategy & Technical Assistance**

#### **Task 1: Strategy & Funding Scope:**

Guidehouse will provide services to help the City in developing strategies to respond to COVID-19 and capture costs/revenue losses to maximize FEMA PA, HUD CDBG, and other Federal/State funding sources.

#### **Key activities:**

- Conduct stakeholder outreach with City Departments and key community partners by conducting a single webinar followed by a survey to gather challenges, needs, potential solutions and estimated cost of implementation
- Analyze surveys and identify potential funding sources
- Validate current funding requests to FEMA PA and HUD CDBG and other Federal/State grants
- Identify funding opportunities from grants allocated in the three recent COVID-19 related legislations and other future potential funding sources available to the City
- Develop a list of projects for City with funding status
- Provide support in identifying eligibility and the application requirements for available grant funding sources
- Update the Joplin Socio-Economic Model project, and use as a planning tool to assess needs, and assist with project development

## **4. Total Cost:**

\$55,000.00

These costs can be eligible through the administrative/planning reimbursement allowance from various Federal COVID-19 funding sources.

## **5. Payment/Fee Schedule:**

<b>Role</b>	<b>Hourly Rate</b>
Principal	\$236.90
Director	\$216.30
Manager	\$195.70
Recovery Specialist	\$103.00
Support Specialist 3	\$77.25

The City will compensate Consultant for the services performed and expenses incurred through the term or effective date of any termination of this Work Authorization.

- A. Consultant will bill on a time and expense basis, with our fees determined by the tasks required and the related time spent. Consultant shall invoice the City one time per month unless more frequent invoicing

is requested by the City and all invoices will include necessary supporting documentation as defined below. Consultant will be paid within thirty (30) days of the submission of its invoice.

- B. If the City does not pay invoiced amounts within sixty (60) days of receipt, GH may suspend or terminate the Services upon five (5) days written notice if payment is not received within such period. The City shall be responsible for taxes, if any, imposed on the Services or on this engagement, other than taxes imposed by employment withholding for GH's personnel or on GH's income or property.

Each Invoice must detail, at minimum, all of the following:

- The amount requested by Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required are attached to the invoice).
- The amount reimbursed by Budget line-item to date.
- The total amount reimbursed under the Contract to date.
- The total amount requested (all line-items) for the Invoice Period.

- C. Budget Line-items:

- Expenditures, reimbursements, and payments under this Contract shall adhere to the Budget.
- Consultant may vary from a Budget line-item amount of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Contract amount detailed by the Budget.

**AGREED AND ACCEPTED:**

DATE: \_\_\_\_\_

Guidehouse LLP

BY: \_\_\_\_\_

NAME: Gaurav Menon

TITLE: Partner

City of Joplin

BY: \_\_\_\_\_

NAME: Troy Bolander

TITLE: Director, Planning, Development & Neighborhood Services