

CONTRACT FOR PROFESSIONAL SERVICES

THIRA Consultant

This Agreement entered into this _____ day of _____, 202_ by and between Mo-Kan Regional Council located at 224 North 7th Street, St. Joseph, MO 64501, hereinafter referred to as “OWNER” and ----- hereinafter referred to as “CONSULTANT”, for furnishing the professional services of THIRA consultant.

WHEREAS the OWNER intends to update the Region H THIRA document in cooperation with a consultant.

The above description will be referred to as the PROJECT hereinafter.

OWNER has evaluated the CONSULTANT and determined them to be qualified to perform professional services for the PROJECT, and WHEREAS the CONSULTANT agrees to perform the various training and related services required for the PROJECT.

1. SCOPE OF SERVICES

A. Specific services to be provided within the Mo-Kan region by the CONSULTANT are as follows:

- a. Lead THIRA 2022 update:
 - 1. form a THIRA committee and lead a series of stakeholder meetings for jurisdiction input
 - 2. gather pertinent data on current capabilities in region
 - 3. communicate with jurisdictions to gather data, review capabilities and determine capability gaps for THIRA update
 - 4. complete document update to state specifications for required scenarios by due date (December 1, 2022) and deliver to OWNER for submission to state
 - 5. update annual SPR using information gathered/reviewed in THIRA update
 - 6. provide documentation to OWNER on equipment needs for region based on gaps identified in update process

2. TO BE PROVIDED BY THE OWNER

- A. All available pertinent information that it may have in its possession or to which it may have access to regarding the PROJECT.
- B. A representative to whom CONSULTANT will report to and from and whom CONSULTANT shall receive basic instruction and authorization.
- C. Administration of the PROJECT, which includes but is not limited to Request for Funds, compliance monitoring, and documentation of all steps of the PROJECT.
- D. Meeting space and facilitation of meetings for THIRA update.

3. TO BE PROVIDED BY CONSULTANT

- A. The performance of the services described under Scope of Work.
- B. The equipment required for the performance of the services described under Scope of Work.

4. TIME OF PERFORMANCE

- A. The Agreement shall remain in effect until December 1, 2022 unless terminated by the OWNER, in accordance with the Terms and Conditions of this Agreement.

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- B. The services of the CONSULTANT are to commence upon the signing of the contract, and the final documents will be available by state-mandated due date.
- C. The OWNER and CONSULTANT agree that time is of the essence, and the CONSULTANT and OWNER will be required to meet the schedules in the Addenda. Requests for extensions of time shall be made in writing by the CONSULTANT, before that phase of work is scheduled to be completed, stating fully the events bringing forth the request.

5. COMPENSATION

- A. The OWNER will compensate CONSULTANT for the work specified above as follows:
 - i. For all work and services described in the Scope of Services, the maximum lump sum fee shall be \$----- or \$--- per hour, not to exceed ---- hours.
 - ii. This cost shall constitute complete compensation for all direct labor, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Work.

6. METHOD OF PAYMENT

- A. Payment to CONSULTANT for services under Scope of Work will be made based on the percentage of work completed during the course of the project and will, in every case, be supported by a suitable invoice and proof of work completed.
 - 1. 50 percent complete (1/2 of doc completed): \$----- (must be requested by August 1, 2022)
 - 2. 100 percent complete: \$----- (must be requested by Dec. 1, 2022)

7. ACCEPTANCE

- a) If this contract meets with your approval, please indicate your acceptance by signing this proposal, initialing each page herein, and returning one signed copy.

Submitted by:

OWNER Name:

CONSULTANT NAME:

Name and Title:

Name and Title:

Attest:

Attest:

Name and Title:

Name and Title:

Initial: _____

CONTRACT FOR PROFESSIONAL SERVICES TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the OWNER shall violate any of the covenants, agreements, or stipulations of this Contract, the CONSULTANT shall thereupon have the right to terminate this contract by giving written notice to the OWNER of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, and reports prepared by the CONSULTANT under this Contract shall, at the option of the OWNER, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the Contract by the CONSULTANT, and the OWNER may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due to the CONSULTANT from the OWNER is determined.

2. Termination for Convenience of the OWNER. The OWNER may terminate this Contract at any time by giving at least ten (10) days notice in writing to the CONSULTANT. If the Contract is terminated by the OWNER as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONSULTANT, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The OWNER may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the OWNER and the CONSULTANT, shall be incorporated in written amendments to this Contract.

4. Personnel.

- A. The CONSULTANT represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the OWNER.
- B. All of the services required hereunder will be performed by the CONSULTANT or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the OWNER. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Progress Information. The OWNER may require the CONSULTANT to furnish the OWNER periodic information as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

6. Records and Audits. The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CONSULTANT to assure proper accounting for all project funds, both Federal and non-Federal shares. These

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records will be made available for audit purposes to the OWNER or any authorized representative and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the OWNER.

7. Findings Confidential. All the reports, information, data, etc. prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the OWNER.

8. Compliance with Local Laws. The CONSULTANT shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the CONSULTANT shall save the OWNER harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

9. Equal Employment Opportunity. During the performance of this Contract, the CONSULTANT agrees as follows:

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
- C. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto.
- F. In the event of the CONSULTANT's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the CONSULTANT may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

10. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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

12. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

13. Age Discrimination Act of 1975. No person in the United States, based on age, shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

14. Authorized Employees. CONSULTANT acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. CONSULTANT therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

15. Executive Order 11246, as amended, provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of Federal or Federally-assisted construction contracts in excess of \$10,000. CONSULTANT shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on Federal or Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.

16. Title II Federal Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (Appendix II to Part 200), states all contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement, and are further detailed in Items 1 and 2 above.

17. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

18. Domestic Preferences for Procurements- As appropriate and to the extent consistent with law (see CFR 200.322), the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

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19. Title II Federal Contract Provisions for Contract cost and price, (see 2 CFR 200.324) requires

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

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