

AN ORDINANCE OF THE CITY OF PORTAGE DES SIOUX, MISSOURI;
REPEALING ORDINANCE 212 AND AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE A CONTRACT WITH RJK, INC. FOR THE PURPOSE OF
ADMINISTERING THE FLOOD BUYOUT PROGRAM.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PORTAGE
DES SIOUX, MISSOURI AS FOLLOWS:

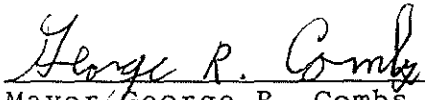
SECTION I

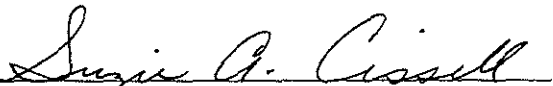
1. Ordinance 212 authorizing the mayor and city clerk to execute a contract with RJK, Inc. for the purpose of administering the city flood buyout program is hereby repealed.
2. The Mayor and the City Clerk are hereby authorized to execute a contract with RJK, Inc. for the purpose of administering the city flood buyout program.

SECTION II

Due to the time frame involved, this ordinance will receive all of the required readings at the same meeting at which the Bill is introduced so that it can be passed at one meeting. This ordinance is prima facie deemed an emergency ordinance because it allows the aldermen to take immediate steps to prevent or to remedy conditions or situations which are of such a nature that it demands attention and to postpone action would result in serious injury or demand to the people, the government, or the municipality. The public urgency constituting the emergency involves the preservation of the public peace, health, safety, and welfare. This ordinance shall take effect and be in full force from and after its passage and approval by the Mayor and the Board of Aldermen.

Read the first, second and third time and passed by the Board of Aldermen of the City of Portage Des Sioux, Missouri, this twenty-ninth day of December, 1994.


Mayor George R. Combs

Attest: 
City Clerk - Suzie A. Cissell

City Seal

**AGREEMENT BETWEEN CITY OF PORTAGE DES SIOUX
and
RJK, INC.
for
PROFESSIONAL ADMINISTRATIVE SERVICES**

This is an agreement made as of December 29, 1994, between The City of Portage des Sioux (City) and RJK, Inc. (Consultant).

The City intends to undertake a Flood Buy-Out and Demolition Project (Project), and the City and Consultant in consideration of their mutual covenants herein agree in respect of the performance of professional administrative services by Consultant and the payment for those services by City as set forth below. Consultant shall provide professional administrative services for City in all phases of the Project to which this agreement applies, serve as the City's representative for the Project as set forth below, and shall provide professional consultation services hereunder.

Section 1 - Basic Services of Consultant

The Consultant shall perform professional administrative services as hereinafter stated which include the administration of the City's grant program for the Community Development Block Grant (CDBG) Flood Buy-Out and Demolition Project and the Federal Emergency Management Agency's Public Assistance Program (FEMA 406). In addition, the Consultant shall perform the professional services for relocation management required by CDBG in their buy-out programs which include relocation assistance.

Consultant's responsibilities are described in more detail in Exhibit A, "Scope of Services," and Exhibit B, "Budget Breakdown of Project Administration." Consultant will not make substantial changes in the budget as set forth in Exhibit B without the consent of the City Council.

Section 2 - City's Responsibilities

The City shall:

- 2.1 Provide all criteria and full information on City's requirements for the Project and furnish copies of all documents related to the Project.
- 2.2 Assist Consultant by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- 2.3 Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services.

- 2.4 Assume responsibility for all public participation requirements for the various funding agencies.
- 2.5 Bear all costs, if any, incident to compliance with the requirements of Section 2.
- 2.6 Appoint a Community Development Program Manager who is in charge of the program, and will be the City's supervisor to the Consultant and to the State and Federal agencies funding the Project. The Project Manager will supervise the overall progress of the Project, and will be responsible for reviewing and processing Consultant's requests for payment within 3 days.

Section 3 - Period of Service

- 3.1 The provisions of this Section 3 and the rates of compensation for the Consultant's services as provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
- 3.2 Consultant agrees to make good faith effort to complete the Project within ten (10) months of the date of executing this agreement.
- 3.3 If the City has requested significant modifications or changes in the extent of the Project, the time of performance of Consultant's services and the rates of compensation may be adjusted appropriately.

Section 4 - Compensation

- 4.1 The maximum amount that the City shall pay for the services to be rendered pursuant to this Agreement shall not exceed \$19,475 or the amounts authorized by the Community Development Block Grant (CDBG) Program and FEMA 406 programs as described in Section 1 for the categories of administration and any administrative services authorized as "project" or "program" expenditures in the acquisition categories.
 - 4.1.1 The Consultant may bill on an hourly basis for work performed by the individuals listed below and at such hourly rates identified with each such individual:

Jerry King	\$110
Steve Collins	\$ 75
Cheryl Adelstein	\$ 60
Tim King	\$ 40
Buy-out Specialist	\$ 30
Support Personnel	\$ 25

4.1.2 The City shall reimburse Consultant for all out-of-pocket costs incurred by Consultant for supplies, travel and other such costs deemed necessary by Consultant to effectively carry out the terms of this Agreement. Mileage will be billed at the Federal rate, which is currently \$.29 per mile. All other expenses will be billed at cost. Costs will not exceed \$ 200.00.

4.1.3 Consultant may, with the consent of City's Project Manager, contract directly for appraisal, legal, title, and other services required to carry out the Program as described in the Application, but in addition to those services included in the Consultant's Scope of Services as described in Exhibit A. In these cases, City shall reimburse Consultant for the cost incurred for these services, and such reimbursement will not be counted toward the \$19,475 maximum compensation.

4.2 The City shall also pay the Consultant for the services of relocation management a sum not to exceed \$ 5,970 or the amount authorized Community Development Block Grant Program as described in the Grant Agreement as "relocation management".

4.2.1 The City shall reimburse Consultant for all out-of-pocket costs incurred by Consultant for travel and other such costs deemed necessary by Consultant to effectively carry out the terms of the relocation management. The replacement homes requiring inspections are located throughout Missouri and Illinois and will necessitate considerable traveling. Mileage will be billed at the Federal rate, which is currently \$.29 per mile. All other expenses will be billed at cost. Costs will not exceed \$ 1,000.00.

4.3 Consultant shall submit bi-monthly statements for services rendered and costs incurred through the time of the billing; and, the City shall make payment pursuant to said billing statements within three (3) working days of receipt of same.

Section 5 - General Obligations

5.1 The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, either party may terminate this Agreement without cause upon thirty (30) days written notice.

5.2 The Consultant shall comply with all applicable rules, regulations, laws and requirements in relation to the Community Development Block Grant (CDBG) Program as distributed by the Missouri Department of Economic Development (DED) and the Federal Emergency Management Agency 406 Program administered by the State of Missouri Emergency Management Agency (SEMA).

5.3 The City and Consultant each bind themselves and their partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations to this Agreement.

5.4 Neither City nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without written consent of the other, except as stated in paragraph 5.3 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to or assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

Section 6 - Special Provisions and Exhibits

6.1 The following exhibits are attached to and make a part of this Agreement.

6.1.1 Exhibit A, "Scope of Services" consisting of one page.

6.1.2 Exhibit B, "Budget Breakdown of Project Administration" consisting of one page.

6.2 This Agreement (consisting of pages 1 to 5 inclusive), together with exhibits identified above, constitutes the entire agreement between the City and Consultant and supersedes all prior written or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

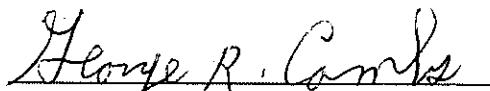
Section 7 - Mutual Best Efforts and Indemnification Provision

- 7.1.1 It is agreed and understood by both parties hereto that they will use their best efforts to meet their respective obligations and goals set forth pursuant to this Agreement and all exhibits attached hereto; and, the parties hereto shall not be held liable for any failure on either party's part to meet their respective obligations hereunder due to unforeseen or uncontrollable circumstances. Further, each party hereto indemnified the other in the event either party incurs liability or damages as a result of the other party's negligence.

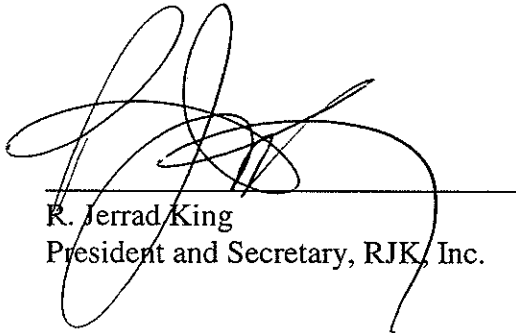
In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first above written.

City:

Consultant:

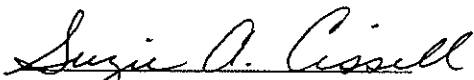


George Combs
Mayor, Portage des Sioux



R. Jerrad King
President and Secretary, RJK, Inc.

Attest:



Susie Cissell
City Clerk, Portage des Sioux

EXHIBIT A

Scope of Services - Administration

The Consultant shall complete, in a professional and timely manner, the following services relative to the City's Flood Project as funded by DED and SEMA. Such actions shall be performed in a manner prescribed by the aforementioned agencies.

1. Financial Management (account, file maintenance, cost documentation, requests for funds preparation, check writing, bank statement reconciliation and related matters).
2. Labor Standards Compliance.
3. Civil Rights Compliance.
4. Preparation of contract documents, except for engineering specifications, for contractors and providers of professional services.
5. Preparation of procurement documents for professional and construction contracts and a recommendation of successful proposals or bids.
6. Contracting for and supervising professional service providers and contractors including appraisers, lawyers, title companies and demolition contractors.
7. Implementation of the two major types of activities described in the City's Flood Program application -- property acquisition and demolition/clearance.
8. Prepare necessary documents and notices related to Environmental review process.

Scope of Services - Relocation Management

1. Initial Inspections of the replacement homes of buy-out recipients of relocation funds.
 2. Preparation of reports on such replacement homes.
 3. Follow-up inspections on those homes which do not initially meet CDBG's requirement of "decent, safe, and sanitary".
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EXHIBIT B

This table is intended only to be a general description of the Program Administration Budget and the Relocation Management Budget to be administered by RJK, Inc. Except for the billing rates set forth in Section 4.1.1, all other hourly rates are subject to change. Individual budget categories also are subject to change.

Budget Breakdown - Program Administration

	No. of Hours	Hourly Rate	Total Cost
Program Director	20	\$110.00	\$ 2,200.00
Operations Director	60	\$ 75.00	\$ 4,500.00
Compliance Officer	20	\$ 60.00	\$ 1,200.00
Program Manager	200	\$ 40.00	\$ 8,000.00
Buy-Out Specialists	50	\$ 30.00	\$ 1,500.00
Support Personnel	75	\$ 25.00	\$ 1,875.00
Reimbursable Expenses			\$ 200.00
Grand Total			\$ 19,475.00

Budget Breakdown - Relocation Management

	No. of Hours	Hourly Rate	Total Cost
Program Director	2	\$110.00	\$ 220.00
Operations Director	10	\$ 75.00	\$ 750.00
Inspector	100	\$ 40.00	\$ 4,000.00
Reimbursable Expenses			\$ 1,000.00
Total			\$ 5,970.00