



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salem-mo.com

NOTICE OF A SPECIAL MEETING

Public notice is hereby given that a Special Meeting of the Board of Aldermen of the City of Salem, Missouri, will be held at the City Hall Council Chamber, 202 N. Washington, in the City of Salem, Missouri on Friday, July 29th, 2022, at 6:00 P.M. to consider the following:

1. Call to Order
2. Roll Call
3. Resolution No. 24-2022-A Resolution authorizing the Mayor to execute an agreement between the City of Salem, Missouri and MPUA Resources Corporation Mutual Aid Program for weather related and/or staffing emergencies
4. Resolution No. 25- 2022-A Resolution authorizing the filing of an application with Missouri Department of Natural Resources, Financial Assistance Centers State ARPA Grant programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of the Treasury pursuant to Section 602 (B) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L. 117-2 (March 11, 2022), 135 Stat. 4, 223-26.
5. Parks and Recreation Committee Appointment
6. Closed Session

Pursuant to Section 610.021(3) of the Revised State Statutes of the State of Missouri pertaining to the hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

7. Adjournment

Meeting Called By: Mayor Greg Parker

07/28/2022

MAYOR
Greg Parker

ALDERMEN

East Ward Shawn Bolerjack Kala Sisco	West Ward Tod Kinerk Kyle Williams
--	--

PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR
Ray Walden

CITY CLERK
Tammy Koller

CITY ATTORNEY
James Weber

ECONOMIC DEVELOPMENT: Sally Burbridge
BUILDING INSPECTION: Jarred Brown

CONSENT TO MEETING

We, the undersigned, being all of the members of the Board of Aldermen of the City of Salem, Missouri, hereby accept service of the foregoing notice, waiving any and all irregularities in such service and in such notice, and consent and agree that said Board of Aldermen shall meet at the time and place therein specified and for the purpose therein stated.

Members, Board of Aldermen

MAYOR
Greg Parker

ALDERMEN

East Ward

Shawn Bolerjack
Kala Sisco

West Ward

Tod Kinerk
Kyle Williams

PARKS AND RECREATION: Melissa DuBois

POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash

UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR
Ray Walden

CITY CLERK

Tammy Koller

CITY ATTORNEY

James Weber

ECONOMIC DEVELOPMENT: Sally Burbridge

BUILDING INSPECTION: Jarred Brown

SPECIAL BOARD OF ALDERMEN AGENDA
JULY 29, 2022
6:00 P.M.

1. ITEM I: CALL TO ORDER
2. SUBJECT: Start of Board Meeting
3. DISCUSSION: The Board is called to order.

Pledge of Allegiance and Prayer.

SPECIAL BOARD OF ALDERMEN AGENDA
JULY 29, 2022
6:00 P.M.

1. ITEM II: ROLL CALL
2. SUBJECT: Calling of Roll
3. DISCUSSION:

Mayor Greg PARKER

Alderman Kyle WILLIAMS

Alderman Shawn BOLERJACK

Alderman Tod KINERK

Alderwoman Kala SISCO

City Administrator Ray WALDEN

City Clerk Tammy KOLLER

City Attorney James K. WEBER

Public Works Director Mark NASH

Chief of Police Joe CHASE

Other CITY STAFF if present

SPECIAL BOARD OF ALDERMEN AGENDA

JULY 29, 2022

6:00 P. M.

1. ITEM III: INTRODUCTION AND READING OF BILLS & RESOLUTIONS
2. SUBJECT: RESOLUTION NO. 24-2022- A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND MPUA RESOURCES CORPORATION MUTUAL AID PROGRAM FOR WEATHER RELATED AND/OR STAFFING EMERGENCIES.
3. DISCUSSION:

RESOLUTION NO. 24-2022

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (CITY) AND MPUA RESOURCES CORPORATION (RSC) MUTUAL AID PROGRAM FOR EMERGENCIES.

WHEREAS, the City of Salem Missouri desires to enter into an agreement with MPUA RSC mutual aid for weather related and/or staffing emergencies with the City's electric distribution system's line service.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI AS FOLLOWS:

Section 1.

This Project Services Agreement, Exhibit A attached hereto, is made expressly subject to the Master Services Agreement, Exhibit B attached hereto, by and between MPUA RSC and the City of Salem, Missouri. MPUA RSC and the City acknowledge that this Master Services Agreement was entered into on each Party's behalf and agree to be bound thereby with respect to the Project Service Agreement

Section 2.

Both parties acknowledge the inherent danger of individuals working on and around utility facilities and that the work contemplated by this Project Services Agreement entails construction and maintenance of such facilities. MPUA RSC and the City of Salem, Missouri acknowledge that this Project Service Agreement is for electric line services to be rendered by qualified employees of MPUA RSC or qualified subcontractor(s).

This Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 29th DAY OF JULY 2022.

APPROVED:

**Greg
Parker
Mayor**

ATTEST:

**Tammy Koller
City Clerk**

APPROVAL AS TO FORM:

**James K. Weber
City Attorney**

Exhibit A

APPENDIX A

**PROJECT SERVICES
AGREEMENT**

_____

BETWEEN

MPUA RESOURCE SERVICES CORPORATION

(“MPUA RSC”)

AND

(“CITY”)

PROJECT SERVICES AGREEMENT #_____

Project Services Order

City of _____

Address:

Telephone:

Extension:

General Description of Electric Line Services requested:

Order Date:

Ordered By: (Individual's name)

Telephone:

Acceptance Date:

Accepted By: (Individual's name)

Telephone:

Date Services are to be Provided: _____ to _____

Personnel/Equipment needed and cost pursuant to attached Exhibit 1 and Required Insurance for each Party pursuant to attached Exhibit 2:

Terms and Conditions

This Project Services Agreement is made expressly subject to the Master Services Agreement ("MSA") dated _____ by and between MPUA Resources Services Corporation ("MPUA RSC") and the City of _____ ("City"). MPUA RSC and City acknowledge that the MSA was entered into on each Party's behalf and agree to be bound thereby with respect to this Project Services Agreement. THIS PROJECT SERVICES AGREEMENT MAY NOT AMEND, MODIFY OR CHANGE THE MSA. IN THE EVENT OF A CONFLICT OR INCONSISTENCY BETWEEN THE TERMS AND

CONDITIONS OF THE MSA AND THIS PROJECT SERVICES AGREEMENT, THE TERMS AND CONDITION OF THE MSA SHALL GOVERN AND CONTROL.

Both Parties acknowledge the inherent danger of individuals working on and around utility facilities and that the work contemplated by this Project Services Agreement entails construction and maintenance of such utility facilities. MPUA RSC and City each acknowledge that this Project Service Agreement is for electric line services to be rendered by qualified employees of MPUA RSC or qualified subcontractor(s).

This Project Services Agreement may be amended, modified, or changed only by a written amendment that is signed by an authorized representative of each Party. MPUA RSC expressly disclaims any unsigned amendments, alterations, or modifications to this Project Services Agreement.

Acceptance by MPUA RSC of this Project Services Agreement may be accomplished by delivery to City of a signed Project Services Agreement or by commencement of any work provided for in this Project Services Agreement.

BINDING SIGNATURES – ALL REQUIRED PRIOR TO BEGINNING WORK

Authorized MPUA RSC Representative
Date _____

Authorized City Representative
Date _____

EXHIBIT 1
PROJECT SERVICES AGREEMENT No. _____

FEE SCHEDULE: Any Project Services Agreement may require personnel and equipment outside the defined list. The necessity to use such personnel and equipment, and the associated cost shall be provided to City prior to assignment for approval by City. The following list defines the most common list of labor classifications and equipment anticipated by MPUA RSC. MPUA RSC may change the rate per hour for personnel and equipment on January 1 of each year. Rates for travel will be billed at 75% of the normal hourly rate.

PERSONNEL:

1. Crew Supervisor	\$ 98.00 per hour
2. Journey level Lineworker	\$ 92.00 per hour
3. 4 th Year Apprentice Lineworker	\$ 87.40 per hour
4. 3 rd Year Apprentice Lineworker	\$ 82.80 per hour
5. 2 nd Year Apprentice Lineworker	\$ 78.20 per hour
6. 1 st year Apprentice Lineworker	\$ 73.60 per hour

OVERTIME: All Personnel hours worked over forty (40) hours within a seven (7) day week are paid Overtime of one and a half (1.5) times the normal hourly rate. All Personnel hours worked over 40 hours within a seven (7) day week that occur on Sundays, holidays, and any hours worked over sixteen (16) hours in a twenty-four (24) hour day shall be paid Special Overtime of two (2) times the normal hourly rate.

EQUIPMENT: MPUA RSC shall furnish tools and equipment as needed to complete the Project Services Agreement.

1. 40' Bucket Truck	\$ 26.50 per hour
2. 55' Bucket Truck	\$ 26.50 per hour
3. 48' Digger Derrick	\$ 30.00 per hour
4. Underground Puller	\$ 23.00 per hour
5. Pole Trailer	\$ 7.50 per hour
6. Wire Puller	\$ 25.00 per hour
7. Wire Tensioner	\$ 30.50 per hour
8. Pickup Truck	\$ 12.00 per hour

MATERIAL: MPUA RSC will supply all general and consumable material and products not incorporated into the final installation. This shall include all rubber goods, fuel, rags, towels, and hand tools. City will supply all other material.

EXHIBIT 2
PROJECT SERVICES AGREEMENT No. ____

Insurance Requirements

MPUA RSC represents that it now carries, and agrees it will continue during the Term of this Agreement to carry the following insurance:

Coverage:

◆ Workers' Compensation

◆ Employer's Liability

◆ Commercial General Liability (including
Blanket Contractual Liability Insurance):
Bodily Injury

Property Damage
Broad Form Property Damage
(including Personal Injury)

◆ Automobile Liability:
Bodily Injury

Property Damage
Combined single limit
Owned, non-owned, leased, and hired
when auto used in performance
of Work

• Excess Liability: (covering Employer's
Liability, Comprehensive General
Liability, and business Auto Liability)

Limits of Liability:

Statutory

\$1,000,000 each occurrence

\$2,000,000 each person
\$2,000,000 each occurrence
\$3,000,000 aggregate

\$2,000,000 each occurrence

\$2,000,000

\$1,000,000 each person
\$1,000,000 each occurrence
\$1,000,000 aggregate

\$3,000,000 combined single limit or
bodily injury and property damage
in all areas where Work is
performed

Prior to the commencement of any Work, certificates of all insurance provided by MPUA RSC shall be furnished to City. Such copies of certificates shall include the following:

(a) name of insurance company, policy number and expiration date;

(b) the coverage required and the limits on each, the amount of deductibles or self-insured retentions shall be for the account of MPUA RSC;

(c) a statement indicating that City shall receive written notice of cancellation of any of the policies which may affect MPUA RSC's interests;

(d) to the extent of MPUA RSC's indemnity obligations herein, MPUA RSC's policies shall be primary and not contributory; and

(e) a statement confirming that City has been named as additional insureds (except for Workers' Compensation) on all policies. Additional Insured status is provided pursuant and subject to ISO Endorsement Form CG 20 10 04 13 and/or CG 20 37 04 13 or equivalent forms for policies other than Commercial General Liability. City shall be named as additional insureds only to the extent of MPUA RSC's negligence in and during the performance of Work, to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by MPUA RSC under the Master Services Agreement and this Project Services Agreement, it being the express intent and understanding of the parties that the insurance and indemnity obligations under this Project Services Agreement are dependent upon one another and are not separate and distinct.

Exhibit B

MASTER SERVICES AGREEMENT

BETWEEN

**MPUA
RESOURCE SERVICES CORPORATION
("MPUA RSC")**

AND

("CITY")

THIS MASTER SERVICES AGREEMENT is made as of this _____ day of _____, 20____ (“Effective Date”), by and between MPUA Resource Services Corporation (“MPUA RSC”), a 501(c)(3) entity, created and existing under the laws of the State of Missouri, and the City of _____ (“City”) a member of the Missouri Energy Commission (“MEC”).

1.0 PURPOSE AND CONSTRUCTION OF AGREEMENT

- 1.1 MPUA RSC and City (herein after the “Party” or “Parties”) intend to enter into one or more agreements whereby MPUA RSC provides services to City (each a “Project Services Agreement”), see Appendix A hereto. The Parties wish to establish the general terms and conditions that shall apply to all Project Services Agreements between MPUA RSC and City. As used herein, “Agreement” means and includes this Master Services Agreement and any subsequent Project Services Agreement(s), including all appendices, exhibits and attachments thereto. In consideration of the mutual covenants, promises, and consideration set forth in this Agreement and in any subsequent Project Services Agreement(s), the Parties hereto agree as follows.
- 1.2 After discussion, MPUA RSC and City have entered into this Agreement with the intent to provide City’s ratepayers the benefit and advantage of highly qualified services at fair and reasonable prices.
- 1.3 This agreement is not exclusive. MPUA RSC and City both have the right to enter into and contract with other parties for the provision of the same or similar services. It is expressly understood and agreed that nothing in this Agreement shall preclude MPUA RSC from contracting with other cities or towns to provide the same or similar services. It is also expressly understood and agreed that nothing in this Agreement requires City to use, request or acquire any service(s) from MPUA RSC.
- 1.4 This Agreement does not confer any other rights not described herein.
- 1.5 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition on MPUA RSC or City with respect to any agreement or arrangement either Party has heretofore entered or may enter into in the future with respect to any services.
- 1.6 The words “shall” and “will” are always mandatory and not merely permissive.

2.0 TERM AND EFFECT OF AGREEMENT

- 2.1 This Agreement shall remain in effect until terminated or until superseded by a subsequent Master Services Agreement signed by both Parties.

- 2.2 This Agreement shall govern the contractual relationship between MPUA RSC and City whenever MPUA RSC provides services to City under a Project Services Agreement administered by the designated MPUA RSC manager.

3.0 PREVAILING WAGE

- 3.1 Prevailing Wage: If a Project Services Agreement includes work that requires payment of prevailing wage as set forth in §§ 290.210 to 290.340, RSMo., the State of Missouri Prevailing Wage Law (the “Law”), then MPUA RSC shall pay workers prevailing wage in accordance with this Section and the Law. City shall be responsible for notification to MPUA RSC of project(s) which will be subject to prevailing wage requirements. MPUA RSC will provide a prevailing wage affidavit to City for each project(s) designated by City as requiring prevailing wage.

- 3.1.1 MPUA RSC shall comply and require its subcontractors to comply with the Law, as well as 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the “Rules”); the Annual Wage Order (“Wage Order”) issued by the State of Missouri’s Department of Labor and Industrial Relations; and any applicable Annual Incremental Wage Increase (“Wage Increase”) to the Annual Wage Order. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part of this Agreement and shall be collectively referred to as the “Prevailing Wage Requirements.”

- 3.1.2 Under the Law, work that meets the definition of “construction” includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair.” 290.210(2), RSMo. “Maintenance work,” that is not subject to the Law, is defined as “the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased.” 290.210(6), RSMo.

- 3.2 MPUA RSC shall pay and require its subcontractors to pay to all workers performing work under this Agreement not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order, and any applicable Wage Increase. MPUA RSC shall take whatever steps are necessary to ensure that the prevailing hourly wage rates are paid and that all workers for MPUA RSC and each of its subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.

- 3.2.1 MPUA RSC shall maintain and require each of its subcontractors engaged in the construction of public works in performance of this Agreement to submit in a format prescribed by MPUA RSC, payroll report information indicating the worker’s name, address, social security

number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project Services Agreement.

- 3.3 MPUA RSC will make all of its records, pertinent to this Agreement and/or any Project Services Agreement with City, open for inspection by any authorized representative of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such records will not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the records are made.

4.0 E-VERIFY

- 4.1 Pursuant to §285.530, RSMo., both MPUA RSC and City will comply with all state and federal laws in verifying the work eligibility status of all newly hired employees through E-Verify or any subsequent replacement program.
- 4.2 MPUA RSC and City hereby affirm that they do not knowingly employ any unauthorized alien, as that term is used in §285.530, RSMo.

5.0 SERVICES RENDERED

- 5.1 Services. MPUA RSC will perform services for City as specifically described in a Project Services Agreement, including all appendices, exhibits, and attachments thereto.
- 5.2 Conflicts. In the event a Project Services Agreement conflicts with the terms of this Agreement, this Master Services Agreement shall control and supersede any conflicting provisions of a Project Services Agreement .

6.0 PAYMENT, RECORDS, AND AUDIT

- 6.1 Payment. All payments to MPUA RSC for services satisfactorily performed pursuant to a Project Services Agreement will be made directly to MPUA RSC and directed to the attention of the individual or organization specified in the Project Services Agreement, unless MPUA RSC requests otherwise.
- 6.1.1 Compensation. In consideration for MPUA RSC's performance of the services specified pursuant to a Project Services Agreement, City shall pay MPUA RSC an amount equal to the sum of the following amounts in connection with the performance of services:
- (a) the actual amount incurred by MPUA RSC for direct labor costs (See Exhibit 1 to the Project Services Agreement); plus

- (b) a reasonable usage fee for the use of any equipment provided by MPUA RSC (See Exhibit 1 to the Project Services Agreement); plus
- (c) the actual amount incurred by MPUA RSC for any verifiable incidental materials provided by MPUA RSC, or other direct costs applicable to the services rendered; plus
- (d) all indirect expenses of MPUA RSC allocatable to the services rendered; plus
- (e) the actual amount paid to any Approved Subcontractor for services performed (without duplication of amounts paid under any of clauses (a), (b), (c) (d) or (e)); (collectively, the "Compensation").

Any cost of MPUA RSC, or of any approved subcontractor must be reasonable, supported by proper documentation and in accordance with Good Utility Practice. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that any consideration for the services must be just and reasonable.

- 6.2 Method of Payment. As a condition to payment for services performed under a Project Services Agreement, MPUA RSC shall submit to City properly executed invoices and any additional reports or documents required by the Project Services Agreement. All invoices, performance reports and work statements shall state MPUA RSC's name and address and the Project Services Agreement contract number. Invoices must be signed by the designated MPUA RSC manager, who shall verify that the invoiced services have been performed.
- 6.3 Documentation of Costs. MPUA RSC will document all actual costs in connection with the services provided under any Project Services Agreement with properly executed payrolls, time records, invoices, records of service delivery, or any other official documentation evidencing in proper detail the nature and reasonableness of such costs. Such records and documents shall be retained for a period of five (5) years after receipt of final payment under the Project Services Agreement; provided, that for any records and documents that are the subject of audit findings, those records shall be maintained for either ten (10) years following final payment or until the audit findings are resolved, whichever is longer.
- 6.4 Notice Affecting Performance. Each Party shall notify the other of any matters that could adversely affect MPUA RSC's ability or eligibility to continue to perform services under the Project Services Agreement, or City's ability to pay for services under the Project Services Agreement and shall do so immediately after discovery of such matter(s).

7.0 MANNER OF PERFORMANCE

- 7.1 Good Utility Practice. MPUA RSC shall provide all services according to “Good Utility Practice,” which means at a particular time, any of the practices, methods, standards and acts which, in the objective exercise of reasonable judgment in light of the facts and circumstances (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of the municipal utility industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with reliability and safety. Good Utility Practice shall, at a minimum, comply with applicable national safety codes and standards. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be a number of possible practices, methods, or acts. In evaluating whether any matter conforms to Good Utility Practice as used in this Agreement, the parties hereto shall take into account, among other facts, (A) the fact that MPUA RSC and City are public bodies organized under the laws of the State of Missouri, with the statutory duties and responsibilities thereof, and (B) the intended purposes and obligations of MPUA RSC and City under this Agreement.
- 7.2 Quality of Performance. Notwithstanding the foregoing Section 6.1, MPUA RSC shall be solely responsible for the quality and suitability of services provided under the Project Services Agreement. If during the course of the Project Services Agreement, City determines services being provided by MPUA RSC are not satisfactory, MPUA RSC and City, working together, will determine a corrective course of action and time period in which such action is to be taken.

8.0 CONTRACTUAL RELATIONSHIP

- 8.1 The relationship of MPUA RSC to City by reason of this Agreement shall be that of an independent contractor, and the Parties agree that no employee of either Party shall be deemed or claimed to be an employee of the other Party for any purpose.
- 8.2 This Agreement does not authorize either Party to act as the agent or legal representative of the other Party for any purpose whatsoever. Neither Party is granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other Party or to bind the other Party in any manner or thing whatsoever.

9.0 GRIEVANCES BY CITY

- 9.1 MPUA RSC will establish a system through which City under the Project Services Agreement may present grievances about the activities of MPUA RSC or any of MPUA RSC’s employees. The system shall provide City with an informal

hearing before representatives of MPUA RSC. If the informal hearing does not produce a mutual agreement, a meeting between the City Manager, or designee, and the MPUA RSC CEO shall be held within 30 days of the request of the City Manager.

10.0 INDEMNIFICATION AND INSURANCE

- 10.1 Indemnification. To the fullest extent permitted by applicable law, each Party agrees to indemnify and hold the other Party harmless from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including reasonable legal and other fees, expenses and reasonable attorneys' fees), actions or damages of any sort whatsoever arising out of any actual or alleged property damage, bodily injury or monetary penalty resulting from negligent acts or willful misconduct, errors or omissions of that respective Party in performing its obligations under this Agreement or any Project Services Agreement; provided, however, that neither Party will be required to indemnify the other Party in the event that any such loss, damage, expense, liability or claim is the direct result of the other Party or its officers, commissioners, council members, directors, members, employees, contractors, subcontractors, agents, or attorneys. Such defense by either Party extends, without limitation, to any and all expenses whatsoever, reasonably incurred by any Indemnified Party in connection with investigating, preparing for or defending against, or providing evidence, producing documents, or taking any other reasonable action in respect of any loss, damage, expense, liability, or claim referred to in this paragraph (or action in respect thereof), whether or not resulting in any liability. The indemnity will include the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein, if such settlement is effected with the written consent of the other Party. In addition, none of the officers, commissioners, council members, Mayor, directors, members, employees, contractors, subcontractors, agents, or attorneys of either Party shall be personally liable for the performance of that respective Party's obligations under this Agreement or any Project Services Agreement.
- 10.2 The Parties further agree that the Parties shall not be liable to each other for any indirect, incidental, consequential, punitive, multiple, exemplary damages or lost profits arising out of, due to, or in connection with the Parties' performance or nonperformance under this Agreement or any Project Services Agreement, or any of its obligations herein, whether based on contract, tort, strict liability, warranty or otherwise.
- 10.3 Insurance.
- 10.3.1 MPUA RSC will obtain and maintain at all times during the term of any Project Services Agreement the minimum insurance coverage set forth in each specific Project Services Agreement.

- 10.3.2 All insurance policies will be written by a fully qualified insurance company licensed to provide insurance in the State of Missouri with an A.M. Best rating of at least A-VI.
- 10.3.3 Prior to commencing any services hereunder, and at all times during the term of the Project Services Agreement, at the request of City, MPUA RSC will submit satisfactory evidence to City that such insurance is in effect and shall not be cancelled or materially altered until at least thirty (30) days prior written notice has been given to City.
- 10.3.4 MPUA RSC and City will require that all subcontractors employed by them in the performance of this Agreement will maintain Workers' Compensation and all Liability coverage as required in the Project Services Agreement.
- 10.3.5 MPUA RSC and City hereby waive their respective rights of recovery and release each other from any claim for damages caused to any of their property (including buildings, personal property, vehicles, and equipment) and shall each have any insurance policies covering such properties endorsed to include waiver of subrogation.
- 10.3.6 MPUA RSC and City both waive their respective rights of subrogation and the rights of subrogation of their insurers against each other as respects all Workers' Compensation claims and each shall have their policies include a provision memorializing this waiver.

11 GENERAL CONDITIONS

- 11.1 Compliance with Laws: MPUA RSC and City will comply with all applicable laws of the United States, the State of Missouri and City; and the rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, MPUA RSC will specifically comply with the following requirements of this Section.
- 11.2 Licenses and Accreditation Standards: MPUA RSC will secure and maintain in full force and effect all required licenses, including all City licenses, permits, accreditation standards and similar legal authorizations and will comply with all requirements thereof.

12 ASSIGNMENT AND SUBCONTRACTING

- 12.1 MPUA RSC will not assign or subcontract any of its obligations under this Agreement or a Project Services Agreement(s) without City's written consent, which will not unreasonably be withheld. Any subcontract made by MPUA RSC

will incorporate by reference all the terms of this Agreement and the Project Services Agreement. MPUA RSC will ensure that all subcontractors comply with the obligations and requirements of the subcontract.

13 TERMINATION AND SUSPENSION

- 13.1 For Convenience: Either Party may suspend or terminate this Master Services Agreement for any reason. However, City would remain obligated to pay MPUA RSC for all services rendered and funds expended by MPUA RSC as of the effective date of such suspension or termination.
- 13.2 If City sells or otherwise disposes of its utility system (by lease, merger, consolidation or otherwise) prior to the termination of this Agreement or a Project Services Agreement; MPUA RSC may terminate this Agreement along with any active Project Services Agreement(s) by serving written notice thereof upon City, and such termination shall become effective as of the effective date of the sale or other disposition of the utility system.
- 13.3 Force Majeure: Neither MPUA RSC or City will be deemed in default nor be liable for damages arising from its failure to perform its obligations under this Agreement or any Project Services Agreement, if performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control, such as, but not limited to, an act of nature; an epidemic or pandemic; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control. If either Party is rendered wholly or partly unable to perform its material obligations under this Agreement or any Project Services Agreement for reasons described under this subsection for a period of time exceeding thirty (30) days, then either Party may terminate this Agreement upon written notice to the other.
- 13.4 Loss of Funds: In the event that for any reason funds allocated to or by City for services contracted under a Project Services Agreement are or become no longer available to City for the purpose of compensating MPUA RSC, MPUA RSC may suspend or terminate, without recourse, MPUA RSC's obligation to render services to City. City would remain obligated to pay MPUA RSC for all services rendered and funds expended by MPUA RSC as of the effective date of such suspension or termination.
- 13.5 Notice of Suspension or Termination of this Master Services Agreement: Notice of suspension or termination of this Master Services Agreement shall be given by the Party suspending or terminating this Agreement to the other not less than thirty (30) days prior to the effective date of suspension or termination.
- 13.5.1 Notice of suspension or termination of a Project Services Agreement.
Notice of suspension or termination of a Project Services Agreement shall be given by City to MPUA RSC not less than sixty (60) days prior to

the effective date of suspension or termination and notice of suspension or termination of a Project Services Agreement shall be given by MPUA RSC to City not less than one hundred twenty (120) days prior to the effective dates of suspension or termination.

13.6 Actions upon Suspension or Termination: In the event of suspension or termination not the fault of MPUA RSC, MPUA RSC shall be paid for all services properly performed and all funds expended prior to termination, together with any reimbursable expenses then due.

13.7 Survival: Where any covenants, obligations, indemnities, or other provisions contained in this Agreement, or in any other instrument executed in connection with this Agreement, by its context or otherwise, evidences the intent of the Parties that such provision should survive the termination of this Agreement or the associated instrument, the provision shall survive the termination. Without limiting the generality of the foregoing, the Parties specifically acknowledge and agree that all covenants, obligations, and indemnities made in Sections 6.0, 10.1, 10.2, 10.3.5 and 10.3.6 shall survive this Agreement or any Project Services Agreement.

14 MISCELLANEOUS PROVISIONS

14.1 Amendments: Any changes, alterations, or variations to the terms of this Agreement or any Project Services Agreement(s) will not be valid unless made by formal written amendment and signed by authorized representatives of both Parties.

14.2 Notices: All notices to be given hereunder shall be in writing and may be given, served, or made by electronic mail, by depositing in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering in person to such person. All notices shall be sent to the following addresses:

If to MPUA RSC: MPUA Resource Services Corporation, Inc.
Attn: Kevin Thornton, MPUA RSC Line Crew Leader
2200 Maguire Blvd.
Columbia, MO 65201
Email address: kthornton@mpua.org and
contractnotices@mpua.org

Telephone: (573) 445-3279

If to City:

Attn:
Email address:
Telephone:

- 14.3 Applicable Law/Venue: This Agreement shall be construed and interpreted in accordance with the law of the State of Missouri. The venue of any action brought hereunder shall be in Boone County, Missouri.
- 14.4 Guaranteed Best Pricing: MPUA RSC represents that the Project Services Agreement will contain MPUA RSC's best pricing for all services supplied by MPUA RSC to City as of the date of the Project Services Agreement. MPUA RSC represents that the prices provided will not be less favorable than those currently extended to any other similarly situated City for the same goods or services, in equal quantities, as part of a similar market and under similar terms, but it is understood and agreed that the prevailing wage levels will impact the ultimate prices.
- 14.5 No Implied Waiver: Either Party may, at any time, waive, solely for that Party, compliance by the other Party with any obligation, covenant or condition contained in this Agreement or any Project Services Agreement(s). No such waiver, however, shall be deemed to constitute the waiver of such obligation, covenant, or condition in any other circumstance or the waiver of any other obligation, covenant, or condition. The failure by any Party hereto from time to time to exercise such right or power provided herein shall not be construed as a waiver by such Party to exercise such right or power at any subsequent time or against any other Party.
- 14.6 Severability: If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 14.7 Entire Agreement: This Agreement including all appendices, exhibits and Project Services Agreement(s) executed in connection with this Agreement constitute the entire Master Services Agreement between the Parties. No verbal agreement or conversation between any officer, agent, associate, or employee of either City or of MPUA RSC shall affect or modify any of the terms or obligations contained in this Agreement. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties relating to the subject matter hereof. Further, in the event of conflict between this Agreement and any appendices, exhibits or Project Services Agreement(s); this Agreement shall control.
- 14.8 Mutual Agreement: The Parties acknowledge that this Agreement is entered into by mutual agreement of the Parties, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and

conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship thereof.

- 14.9 Contract Execution: This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement shall be effective upon the execution of counterparts by both Parties, notwithstanding that both Parties may not sign the same counterpart. The Parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Agreement and shall be acceptable in a court of law.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement by having their representatives affix their signatures below.

MPUA Resource Services Corporation,

City

John Twitty

Name (Typed or Printed)

Chairperson

Title

Date

Name (Typed or Printed)

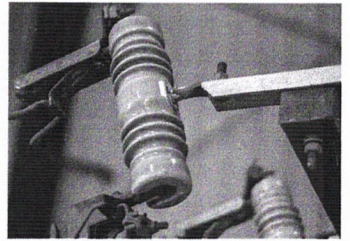
Title

Date



Why work with us?

get exclusive benefits from
your MPUA membership



SAVE MONEY

TRUSTED RESOURCE

TRAINING OPPORTUNITIES

Supplement your crews with equipment and labor you might not have for specialty jobs. We'll work right alongside your city's line crews or do the whole job for you.

- No profit margin means savings of at least 10%
- Buying services from your own organization means you can trust our crews to understand the nuances of municipal utility operations
- Training opportunities for specific line skills or with apprentices to help strengthen your hometown team's skills

Services Offered

MPUA-RSC offers a customized approach to your electric distribution system's line service needs. We're happy to discuss your project needs and provide a cost estimate. Prevailing wage documentation can be provided upon request. The flexibility offered by the MPUA-RSC crew means you can spread the work over several years if that works better for your utility.

- Single-phase and three-phase pole changeout
- Single-phase and three-phase reconductoring
- Overhead and underground powerline construction and maintenance
- Overhead and underground fiber optic cable installation and makeready construction
- Overhead and underground secondary and service installation
- Overhead and underground transformer installation and changeouts
- Streetlighting construction and maintenance
- Energized and de-energized on the job training in power line construction
- Some substation and non-energized transmission work (34.5 & 69 kV)

Associated Services

The MPUA Electric Line Services program has access to additional resources so let us know if you need assistance with other aspects of an electric distribution system project. Our team can discuss this with you and provide a cost estimate.

Mutual Aid

MPUA's Mutual Aid program is for emergencies. The costs are generally more expensive than regular crew work due to the amount of overtime work and the FEMA established emergency rates. But don't worry, the MPUA-RSC line crew will also be part of the MPUA Mutual Aid network. Once we get permission from the city where we're working, we'll head to your city to lend a hand.

Working with MPUA-RSC

Agreements Needed

The first step to using the MPUA-RSC services is to contact us so we can review your project and get you a project estimate. *You will be provided two documents that need to be signed before work can start on your city's electric distribution system.*



Master Services Agreement: this document covers basic work agreement parameters. **Signing the Master Services Agreement does not require that you use any of the MPUA-RSC services or prevent you from using any other contractors.** The document includes items like general conditions, prevailing wage, grievances, and insurance. This foundational agreement can be used for any MPUA-RSC services offered once it has been signed.



Project Services Agreement: this document provides project-specific items like the scope of work to be performed and the pricing.

Purchasing Process

As a non-profit it is our goal, through the economies of scale, to be able to offer services at the lowest prices. But each city government's purchasing policies can vary. Listed below are some of the ways we can work with you.

Model Ordinance allows a city utility to allow a special purchasing arrangement between a city and the MPUA-RSC. The ordinance would allow cities to purchase services directly from the MPUA-RSC because we are a membership-based organization that exists to work in the best interest of the member without the goal of making a profit. Additionally, the IRS 501(c)(6) non-profit status includes the provision that no one benefits financially from the MPUA-RSC's income.

Request for Proposals will be responded to by the MPUA-RSC. Please have your purchasing department add the MPUA-RSC to their outreach for responses to an RFP for electric line services.

Piggyback Contract is a term used to describe one city using another city's bidding process results. If your city allows for this type of purchasing arrangement, contact us and we'll put you in contact with a city where the MPUA-RSC responded to their Request for Proposal's bidding process.

The MPUA Resource Services Corporation (RSC) is a non-profit 501(c)(6) corporation. It was organized to provide a more efficient cost structure for member utility services across multiple utility sectors—electric, natural gas, water, wastewater, and broadband.



ElectricCrew@MPUA.org
573-445-3279
MPUA.org

2200 Maguire Boulevard
Columbia, MO 65201

improving local quality of life through hometown utilities

SPECIAL BOARD OF ALDERMEN AGENDA

JULY 29, 2022

6:00 P. M.

1. ITEM IV: INTRODUCTION AND READING OF BILLS & RESOLUTIONS
2. SUBJECT: RESOLUTION NO. 25-2022- A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH MISSOURI DEPARTMENT OF NATURAL RESOURCES, FINANCIAL ASSISTANCE CENTER STATE ARPA GRANT PROGRAMS FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE PROVIDED TO THE STATE OF MISSOURI BY THE U.S. DEPARTMENT OF THE TREASURY PURSUANT TO SECTION 602 (B) OF THE SOCIAL SECURITY ACT, AS ADDED BY SECTION 9901 OF THE AMERICAN RESCUE PLAN ACT, (PUB.L 117-2(MARCH 11, 2022), 135 STAT.4, 223-26.
3. DISCUSSION:

RESOLUTION NO. 25-2022

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH MISSOURI DEPARTMENT OF NATURAL RESOURCES, FINANCIAL ASSISTANCE CENTER'S STATE ARPA GRANT PROGRAMS FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE PROVIDED TO THE STATE OF MISSOURI BY THE U.S. DEPARTMENT OF THE TREASURY ("TREASURY") PURSUANT TO SECTION 602(B) OF THE SOCIAL SECURITY ACT, AS ADDED BY SECTION 9901 OF THE AMERICAN RESCUE PLAN ACT, (PUB. L. NO. 117-2 (MARCH 11, 2021), 135 STAT. 4, 223-26

WHEREAS, under the terms of section 602(c) of the Act and Treasury's regulations, the State of Missouri has authorized the making of grants to authorized applicants to aid in the completion of specific public projects.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI AS FOLLOWS:

Section 1.

That Mayor Greg Parker is hereby authorized to execute and file an application(s) on behalf of the City of Salem with the State of Missouri for grant funding to aid in the completion of a lead service line inventory, or a drinking water, wastewater, and/or a stormwater project

Section 2.

That the Mayor Greg Parker is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application, which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

This Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 29th DAY OF JULY 2022.

APPROVED:

**Greg
Parker
Mayor**

ATTEST:

**Tammy Koller
City Clerk**

APPROVAL AS TO FORM:

**James K. Weber
City Attorney**

SPECIAL BOARD OF ALDERMEN AGENDA

JULY 29, 2022

6:00 P. M.

1. ITEM V: APPOINTMENTS OF BOARDS AND COMMITTEES
2. SUBJECT:
3. DISCUSSION:

SPECIAL BOARD OF ALDERMEN AGENDA
JULY 29, 2022
6:00 P. M.

1. ITEM VI: CLOSED SESSION
2. SUBJECT:

Pursuant to Section 610.021(3) of the Revised State Statutes of the State of Missouri pertaining to the hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

3. DISCUSSION:

SPECIAL BOARD OF ALDERMEN AGENDA
JULY 29, 2022
6:00 P.M.

1. ITEM VII: ADJOURNMENT
2. SUBJECT: Adjournment of Meeting
3. DISCUSSION:
 - (a) Recommend Board Adjourn.
 - (b) Recognize motion and second.
 - (c) Roll vote:

Alderman Tod KINERK
Alderman Shawn BOLERJACK
Alderwoman Kala SISCO
Alderman Kyle WILLIAMS

-
-
- (d) Board Adjourned.