

ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY MAY 18, 2022
8TH DAY APRIL ADJOURNED

The Adair County Commission convened at 8:30 a.m. on May 18, 2022, at their temporary office located in the records storage building at the Adair County Road and Bridge complex. All Commissioners were present.

At 9:00 am, the Commission reviewed a contract with the NEMO Regional Planning Commission for Technical Assistance with the ARPA fund applications. Also present were Adair County Clerk, Sandy Collop, and Adair County Treasurer, Lori Smith. Commissioner Thompson moved to approve the contract. Commissioner King seconded and all Commissioners voted in favor.

The Adair County Commission adjourned at 4:00 p.m. on May 18, 2022.

Unscheduled public walk-ins and other non-agenda items for May 18, 2022

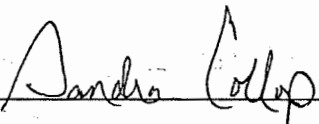
Mike O'Donnell/Radical Ridge Way & Patterson Way

Carol Race/Black Oak, White Oak, and Hackberry

Joe Miller/Igloo, Cedar Hills

Continued on page 586.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan

**ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY MAY 18, 2022**

Continued from page 586.

8. Provide complete set of all files to the County to support Federal Funding Certification obligations.
9. Submit NEMO RPC billing to the county payable from American Rescue Plan State and Local Fiscal Recovery Funds.

Deliverables to include:

1. Funding Prioritization Process
2. Accept and Process Applications
3. Collect all required documentation
4. Submit Complete Files for County Records

2. Client to Supply Data and Records as requested by NEMO RPC: The Client agrees to appoint a single point of contact to work with NEMO RPC, and the Client agrees to supply NEMO RPC with all documents required to complete the reimbursement and filing process.

3. Independent Contractor: Both the Client and NEMO RPC agree that NEMO RPC and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither NEMO RPC nor the Client shall have the authority to obligate or bind the other without the express written consent of the other party.

4. Confidential Information: NEMO RPC agrees that any information received by NEMO RPC and its employees and representatives during the term of this agreement, and at any time thereafter, concerning the personal, financial, or other affairs of a private individual or business will be treated by NEMO RPC in full confidence and will not be revealed to any other person, firm or corporation without the express consent of the Client, or where otherwise required by law, regulation, legal process or the state's Open Meetings Law.

5. Client to Hold Harmless NEMO RPC: The Client will hold harmless NEMO RPC and the agents, employees, and representatives of NEMO RPC from all liability and claims of liability arising out of or incident to NEMO RPC's performance of its obligations under this agreement, excepting NEMO RPC's negligence or intentional misconduct. The Client further warrants and agrees that all data and information provided to NEMO RPC in conjunction with the technical assistance, and in conjunction with NEMO RPC's performance of its obligations hereunder, is true and correct, and NEMO RPC, its agents and representatives and the agency herein above described may rely upon its accuracy for purposes of the project and throughout the completion of said project. Client releases and fully discharges NEMO RPC and its employees and representatives from any and all liability or claims of liability arising out of or incident to the compilation of such information and data and the processing and analysis thereof. Client acknowledges that the decision to proceed with the technical assistance and services to be provided under this agreement have been the sole and exclusive decision of the Client, and the Client releases NEMO RPC and its employees and representatives from all liability or claims of liability in the event of disapproval of the project or revocation thereof for reasons relating to the Client.

6. Time of Performance: NEMO RPC shall promptly proceed with its obligations under this agreement and use reasonable efforts to complete same within a reasonable time. Client acknowledges and agrees,

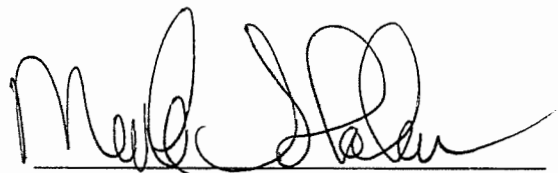
2

Continued on page 588.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan
Page 587.

**ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY MAY 18, 2022**

Continued from page 587

however, that NEMO RPC shall not be bound by time limitations specified by the Client or imposed by the Client's agreements with third parties. No performance bond shall be required of NEMO RPC.

7. Consideration. In consideration for the services provided by NEMO RPC hereunder the Client agrees to pay NEMO RPC 1.2% of Adair County administered ARPA SLFRF funding. NEMO RPC shall periodically invoice the Client up to the completion of the American Rescue Plan State and Local Fiscal Recovery Fund Administration.

8. Termination of Agreement. This agreement will terminate upon the completion of the project as herein above identified; except that either NEMO RPC or the Client may terminate this contract prior to completion of the project, without cause by giving the other party not less than thirty (30) days written notice thereof. In the event of termination prior to completion of the project, the Client shall pay the cost of services rendered by NEMO RPC, and expenses incurred in the performance of this agreement to the effective date of termination.

9. Equal Employment Opportunity. NEMO RPC and Client agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment on account of the project, due to race, color, religion, sex, age, handicap, or national origin. NEMO RPC and Client would take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, religious affiliation, sex, age, handicap, or national origin. Such action shall include, but not be limited to, the following: 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. NEMO RPC and Client agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.

NEMO RPC and Client will, in all solicitation or advertisements for employees placed by or on behalf of NEMO RPC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, religious affiliation, sex, handicap, or national origin.

NEMO RPC and Client will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such 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.

10. Compliance with Applicable Law and Regulation. In NEMO RPC's performance of this agreement, and in the Client's performance of its obligations and responsibilities under the project, each party shall comply with all applicable laws and regulations, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation, including but not limited to the following:

- 1) **Equal Employment Opportunity.** In addition to Section 9 above, the client and NEMO RPC during the performance of this contract, agree as follows:
 - a) The client and NEMO RPC 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.

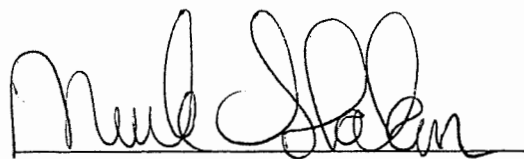
3

Continued on page 589

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan
Page 588

**ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY MAY 18, 2022**

Continued from page 588

- b) The client and NEMO RPC 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, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - c) In the event of the client or NEMO RPC'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 client and NEMO RPC may be declared ineligible for further Government 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.
 - d) The client and NEMO RPC will include the provisions of paragraphs (a) through (d) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The client and NEMO RPC will take such action with respect to any subcontract or purchase order directed by the Secretary of Labor, as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the client or NEMO RPC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the client or NEMO RPC may request the United States Government to enter into such litigation to protect the interests of the United States.
- 2) **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.
- 3) **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the ground of race, color, national origin, religion, familial status or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.
- 4) **Section 503 of Rehabilitation Act of 1973, as amended,** provides for the nondiscrimination in contractor employment. All recipients of Federal funds, who are subject to Section 503, must certify to the following through all contracts issued:

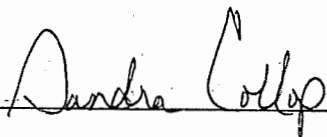
Affirmative Action for Handicapped Workers:

- 1) NEMO RPC will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. NEMO RPC agrees to take affirmative action to employ, advance in employment and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment,

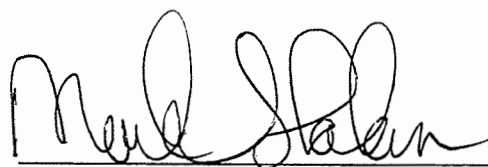
4

Continued on page 590

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan
Page 589

**ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY MAY 18, 2022**

Continued from page 589

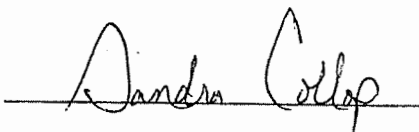
advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

- ii) NEMO RPC agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor Issued pursuant to the Act.
 - iii) In the event of the NEMO RPC's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor Issued pursuant to the Act.
 - iv) NEMO RPC agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the NEMO RPC's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - v) The NEMO RPC will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that NEMO RPC is bound by terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
 - vi) NEMO RPC will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary Issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. NEMO RPC will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- 5) **Section 504 of the Rehabilitation Act of 1973**, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients of federal funds, who are subject to Section 504, must certify to compliance with all provisions of this Section.
- 6) **Age Discrimination Act of 1975**. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
- 7) **Interest of NEMO RPC and Employees**. NEMO RPC covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. NEMO RPC further covenants, that in the performance of this Contract, no person having any such interest shall be employed.
- 8) **Section 3 of the Housing and Urban Development Act of 1968**, as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower-income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located; contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.

5

Continued on page 591

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan
Page 590

**ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY MAY 18, 2022**

Continued from page 590

- a) **Illegal Immigrants**, both the Client and NEMO RPC understand and accept responsibility under the Revised Statutes of Missouri (RSMo) Sections 285.525 through 285.555 (illegal immigrants) to ensure that "no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri." Client and NEMO RPC further certify that any contract awarded by them, related to this agreement, will require the contracted business entity to comply with the references mentioned above. Both the Client and NEMO RPC understand that failure to comply with this requirement will subject them to the penalties described in the references mentioned above.

11. Incorporation of Certain Provisions in Contract Documents. The parties agree that where applicable, provisions of this agreement relating to Executive Orders 11246 and 12086, and the required notice and disclosure provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, will be incorporated in all contracts necessary to complete the project. Unless specifically exempted by the rules or regulations or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 and 12086, the Parties, where applicable, will cause the notice and disclosure provisions of such Executive Orders to be contained in all contracts binding subcontractors and vendors for the project. NEMO RPC will take such action with respect to any subcontract or vendor contract, as may be directed by the Secretary of Labor, as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event NEMO RPC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, NEMO RPC may request the United States to enter into such litigation to protect the interests of the United States.

The Client acknowledges that compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations issued under 24 C.F.R. Part 135, and all applicable rules and orders of the Department of Housing and Urban Development shall be a condition of federal financial assistance provided to the project, where applicable, and binding upon the Client and recipient of any such assistance. Client further acknowledges that failure to fulfill the requirements of 24 C.F.R. Part 1 through 5 shall subject the Client and any recipient of assistance, together with contractors, subcontractors, and vendors, to sanctions specified in any applicable grant or loan agreement or other contract through which federal assistance is provided, and to those sanctions which are specifically enumerated in 24 C.F.R. Part 1 through 5. Client acknowledges that neither NEMO RPC nor the Client may contract or subcontract with any party where it has notice or knowledge that the party has been found in violation of the regulations issued under 24 C.F.R. Part 1 through 5, and neither NEMO RPC nor the Client may approve any contract or subcontract unless the party thereto has provided NEMO RPC and the Client, as the case may be, with a preliminary statement of ability to comply with the requirements of the regulations issued under 24 C.F.R. Part 1 through 5.

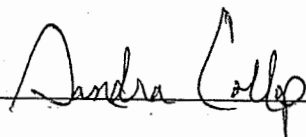
12. Conflict of Interest. No member of the governing body or board of the Client, and no other officer, employee, or agent of the Client, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, shall have any personal financial interest, direct or indirect, in the project or this agreement.

13. Authority to Enter into Agreement - Binding Affect. Both NEMO RPC and the Client have been duly authorized to enter into this agreement by their respective governing body or board, as the case may

6

Continued on page 592

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan
Page 591

**ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY MAY 18, 2022**

Continued from page 591

be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

14. Enforcement - Costs of Collection. In the event Client should default in the payment of any sum due hereunder or in the performance of any obligation on its part to be performed, and in the event NEMO RPC should retain or engage an attorney or attorneys to collect or enforce or protect its interest with respect to this agreement, the Client shall pay all costs and expenses of such collection, enforcement, or protection, including reasonable attorney's fees.

15. Governing Law. This agreement shall be governed by and construed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

16. Notices. All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by prepaid United States registered or certified mail, with return receipt requested, addressed, as the case may be, to NEMO RPC at 121 St. Cecil St, Memphis, MO 63555; and to Client at Adair County Commission, 106 West Washington, MO 63501; or to such address as any party shall designate to the other from time to time in writing forward in like manner.

17. Captions. The captions of various sections and paragraphs of this agreement have been inserted only for the purpose of convenience, and such captions are not a part of this agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict the provisions of this agreement.

18. Amendments. No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

19. Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement of affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

By: Mark Shahan
Adair County Commission

By: [Signature]

By: Mark Thompson
Date: 5/18/22

Northeast Missouri Regional Planning Commission

By: [Signature]
Date: 5/18/22

7

Above minutes as presented to the County Clerk:

ATTEST: Sandra Collop
County Clerk

Mark Shahan
Presiding Commissioner, Mark Shahan
Page 592