

RE-ACCREDITATION AGREEMENT

This Agreement is entered into between the City of Lee's Summit Public Works Department ("the Agency") with principal offices located at 220 SE Green Street Lee's Summit, MO 64063; and the Accreditation Council of the APWA, ("the Council"), a division of the American Public Works Association ("APWA", an Illinois nonprofit corporation exempt from federal income taxation pursuant to Section 501c(3) of the Internal Revenue Code with principal offices located at 2345 Grand Boulevard, Suite 700, Kansas City, Missouri, 64108.

APWA is an international educational and professional association of public agencies, private sector companies, and individuals dedicated to providing high quality public works goods and services. APWA has created the Council to recognize public works agencies in having policies and practices addressing subject areas as set forth in the Public Works Management Practices Manual.

The Agency is responsible for directly or indirectly administering, managing or providing public works related services in 30 functional areas, more fully described on the Agency's Application for Re-Accreditation, which is hereby incorporated into this Agreement. The Agency desires that the Council assess the Agency's practices in order for the Council to determine if the Agency is eligible for designation as re-accredited in accordance with the terms of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. AGENCY RESPONSIBILITIES:

The Agency shall:

- 1.1 Provide all information, including all documents, files, records, and other data as required by the Council except to the extent that the disclosure of such information is restricted by law (in which case, the Agency shall notify the council that such information has been withheld);
- 1.2 Conduct an updated self assessment as to continuing compliance with recommended practices, and provide full and accurate results thereof to the Council using software developed and approved by the Council;
- 1.3 Provide one or more persons to assist the Council representatives ("Evaluators") in making the necessary inquiries and assessments of Agency information relative to compliance with recommended practices; provide access to files and records' and provide necessary facilities that are requested by the Evaluators; and
- 1.4 Respond to all communications from the Council promptly, but in no event later than ten (10) business days from the receipt thereof.

2. COUNCIL'S RESPONSIBILITIES:

The Council shall:

- 2.1 Provide necessary documentation, forms, and instructions regarding the re-accreditation process.
- 2.2 Provide Evaluators for the purpose of conducting an on-site evaluation of the Agency's policies and practices;
- 2.3 Promptly analyze compliance data and advise the Agency of the results of the on-site evaluation and the need for additional information, if any;
- 2.4 Conduct a hearing and certify the Agency has been re-accredited if it has met the then applicable practices.

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- 2.5 If the Agency is re-accredited, (a) provide a certificate and award, and (b) make available indicia of accreditation.
- 2.6 If the Agency is not re-accredited following an examination of its policies and practices, provide the Agency with reasons for the Council decision, and
- 2.7 Upon payment of the Agency of a \$1,000 appeal fee (which must be paid within sixty days of notice by the council of the reasons for the Council decision), allow the Agency to appeal the decision of the Council (which fee shall be refunded if the Agency prevails on the appeal).

3. TERM:

- 3.1 This Agreement shall become effective when it has been signed by an authorized representative of each of the parties.
- 3.2 The Agreement shall terminate:
 - (a) Upon execution of a Re-Accreditation Agreement between the Agency and Council;
Or
 - (b) Upon expiration of the sixth (6th) month following the effective date of this Agreement unless a successful on-site assessment is completed within that period of time; and
 - (c) Upon written notice by the Agency that it withdraws from the re-accreditation process; or
 - (d) Upon termination pursuant to Section 5.1, 5.2 or
 - (e) Upon expiration or revocation of the Agency's accredited status.
- 3.3 The term of any re-accreditation provided to the Agency shall have a term of four years from the date of issuance. If the Agency has not executed a Re-Accreditation Agreement (and paid the fees required thereby) and scheduled the Re-Accreditation on-site visit before the expiration of such four year term, the accreditation shall lapse and the Agency shall not hold itself out as being accredited by the Council.

4. MODIFICATION: There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5. TIME AND MANNER OF PAYMENTS:

- 5.1 The Agency shall pay a fee equal to one-half of the Accreditation Fee for initial accreditation that is in effect at time of execution of this Agreement.

The Agency is responsible for directly or indirectly administering, managing or providing public works related services in 30 functional areas, more fully described on the Agency's Application for Re-Accreditation, which is hereby incorporated into this agreement. The Agency will remit to APWA a single payment in the lump-sum amount for processing of the re-accreditation of \$7000.

The total amount of \$7000 is herein remitted to the Council (payable by check to the order of American Public Works Association, via check number _____, or

Purchase Order No. _____ is herein remitted to the APWA in the amount of \$_____.

- 5.2 The Council will invoice the Agency for the Council's actual on-site evaluation costs. An itemized invoice will be delivered to the Agency within forty-five days of completion of the on-site visit. The Council reserves the right to terminate this Agreement if such payment is delinquent by more than sixty days, and the Council shall not be obligated to refund any fees previously paid.

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- 5.3 If the Agency is determined ineligible to apply for participation in the re-accreditation program, a full refund of such sum will be paid to the Agency, less a \$1000 service charge.
- 5.4 If the Agency requires more than six (6) months to complete a successful on-site assessment, the Agency agrees to pay a non-refundable annual fee amounting to 25% of the fee in effect on the effective date of this Agreement for that additional period. The Agency may continue to request an additional extension every 12 months thereafter, and agrees to pay the additional 25% fee, until a successful on-site evaluation has been achieved or this Agreement has been terminated in accordance with Section 3. No such additional fee will be levied where the Council delays the on-site evaluation for their convenience or where the on-site evaluation cannot be reasonably scheduled within the original six (6) month period.
- 5.5 If the Agency's on-site assessment for re-accreditation is not successful (i.e., work after the initial on-site assessment is required to achieve compliance with recommended practices), the Agency shall prepay estimated costs for a subsequent on-site evaluation and/or additional staff/evaluator assistance required on or off site. The additional work required (on and/or off site) must be completed within six (6) months.

6. CONFIDENTIALITY:

- 6.1 The Council shall receive and hold confidential any and all reports, files, records and other data obtained from the Agency pursuant to this Agreement. The Council shall not disclose, distribute, or release to any person or organization, except authorized Agency officials, employees or agents, or upon order of any court, state or federal, any materials or contents thereof, either provided by the Agency or developed by the Council and APWA in the furtherance of its responsibilities under this Agreement. Notwithstanding anything in this Agreement to the contrary including the above, the Council is authorized, but not required, in the exercise of its sole discretion, to conduct an open meeting regarding the Agency's candidacy for accreditation or, its continued compliance with applicable standards, including but not limited to all factual matters relating to the assessment, appraisal, and determination of accreditation and all comments which form a basis for the opinion either in favor of or against accreditation, unless specifically notified by the Agency in writing to the contrary, in which case such meeting shall be closed to the public. Nothing herein shall be construed to require the Council to conduct all or part of its meeting in public, including but not limited to the right of the Council, in the exercise of its sole discretion, to terminate an open meeting at any time and conclude such meeting in a closed session.
- 6.2 In response to inquiries concerning the Agency, the Council's reply will be to identify the Agency's status. All other requests for information will be directed to the Agency's Chief Executive Officer.

7. NEWS RELEASES:

- 7.1 Notwithstanding any provision of this Agreement to the contrary, the Council shall have the right to identify the Agency in news releases and its publicity program after the Agency's on-site assessment has been scheduled; the purpose of said news release and publicity program will be to identify the Agency as seeking re-accreditation. Where specific mention of the Agency is used in this regard, a copy of the news release or publicity material will be provided to the Agency for its information.
- 7.2 The Agency shall provide Council with a copy of all its news releases or publicity material concerning its accreditation activities.

- 8. THE COUNCIL AS AN INDEPENDENT CONTRACTOR:** For all purposes under this Agreement, the Council is an independent contractor, and shall not be deemed to be an employee, agent, franchisee, partner or legal representative of the Agency. The Council shall not have any authority to create or assure any obligation on behalf of the Agency. The Council shall pay and discharge any and all obligations it may

incur to federal, state, or local governments for estimated income taxes, Social Security contributions, and the like.

9. **INTEGRATION:** This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
10. **SEVERABILITY:** If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected hereby.
11. **CHOICE OF LAW:** This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the law of the State of Missouri.
12. **WARRANTY NOT INTENDED OR IMPLIED:** It is understood that the Council's award of accreditation or re-accreditation represents that the Council has determined, based in part on information supplied by the Agency, that the Agency has policies and practices addressing certain subject areas, but the Council is not making any representations that such policies or practices are adequate or appropriate for Agency. Agency is solely responsible for determining whether its policies and practices are adequate and appropriate and the Council's award of Re-Accreditation is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services.
13. **WAIVER:** Any waiver by the Council or any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.
14. **NOTICE:** Any notice between the parties shall be in writing and set postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.
15. **HEADINGS:** The heading of this Agreement shall not be deemed part of it and shall not in any way effect its construction.
16. **ESTABLISHMENT OF RECOMMENDED PRACTICES:** The Agency and Council agree that the Seventh Edition of the *Public Works Management Practices Manual* (referred to as the "Manual") published in September 2011, shall be the basis for the self assessment conducted by the Agency, unless otherwise agreed to in writing by the Council.
 - 16.1 The Council's evaluation of the self assessment prepared by the Agency and determination of the Agency's compliance with recommended practices and thus eligibility for re-accreditation, shall be based on the edition of the Manual cited in Section 16.
 - 16.2 The Agency agrees to submit results of the self assessment using software developed and approved by the Accreditation Council for use with the Seventh Edition of the Manual.

IN WITNESS WHEREOF, the Agency has caused this Agreement to be executed in duplicate on this ___ day of _____, 201__.

Witness: By: _____

(Typed name)

(Title)*

____Agency ____APWA

*Title of the Agency's Chief Executive Officer or Chief Elected Official and title and that of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block.

IN WITNESS WHEREOF, the Council has caused this Agreement to be executed by the Executive Director of the American Public Works Association, acting on its behalf.

Witness:

By: _____

Scott Grayson
Executive Director