RESOLUTION 385

A RESOLUTION TO APPROVE AN ACCREDITATION AGREEMENT BETWEEN THE CITY OF CHESTERFIELD, MISSOURI AND THE ACCREDITATION COUNCIL OF THE AMERICAN PUBLIC WORKS ASSOCIATION (APWA)

WHEREAS, It is recognized that significant benefits are derived through participation in the Public Works Accreditation process as established by the Accreditation Council of the American Public Works Association (APWA); and,

WHEREAS, an Accreditation Agreement and Application for Voluntary Accreditation is required to participate in the accreditation process;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THIS CITY OF CHESTERFIELD, MISSOURI AS FOLLOWS:

Section 1. The Accreditation Agreement between the City of Chesterfield, MO and the Accreditation Council of the APWA, attached hereto as Exhibit A is hereby approved.

Section 2. A cover letter pledging Accreditation support from the elected officials and the Application for Voluntary Accreditation, attached hereto as Exhibit B is hereby approved.

Section 3. The City Administrator is authorized and directed to execute the Accreditation Agreement, and the Application for Voluntary Accreditation, attached hereto and made a part hereof.

Section 4. The Department of Planning and Public Works is authorized to expend 2011 funds in an amount not to exceed $10,000.00 from Account 001-062-5251 Miscellaneous Contractual, for application fees to APWA and other expenses associated with the Accreditation process.

Passed and approved this 5th day of DECEMBER, 2011.

J Bruce Geiger
MAYOR

ATTEST:

Judith A. Naggiar
CITY CLERK

EXHIBIT A

ACCREDITATION AGREEMENT

This Agreement is entered into between the **City of Chesterfield, MO** ("the Agency") with principal offices located at **690 Chesterfield Parkway W, Chesterfield, MO 63017**, and the Accreditation Council ("the Council"), a division of the American Public Works Association ("APWA"), an Illinois nonprofit corporation exempt from federal income taxation pursuant to Section 501©(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 **16** functional areas, more fully described on the Agency's Application for 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 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 a self assessment as to 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 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 accredited if it has met the then applicable practices.

2.5 If the Agency is accredited, (a) provide a certificate and award, and (b) make available indicia of accreditation

2.6 If the Agency is not 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 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 36th month following the effective date of this Agreement unless a successful on-site evaluation within that period of time; or

(c) Upon written notice by the Agency that it withdraws from the accreditation process, or

(d) Upon termination pursuant to Section 5.1, 5.2, or 5.3 hereof; or

(e) Upon expiration or revocation of the Agency's accredited status.

3.3 The term of any 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 may elect one of two options (lump sum or installment) for payment of the accreditation fee, which is not refundable (except as noted in Sections 5.2 and 5.4). Under either option, the fees do not include the Agency's responsibility for costs associated with the on-site evaluation in accordance with Sections 5.3, 5.5 and 5.6.

The Agency agrees to one of the following options by checking the appropriate Block

(a) Lump Sum Option

The Agency will remit to the Council a single payment in the lump-sum amount for processing of the accreditation of **$ 8,800.00**, upon the execution of this Agreement by the Agency.

The total amount of **$ 8,800.00** 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 Council in the amount of $_____.

(b) Installment Option

The Agency will remit to the Council a total payment of $_____ for processing of the accreditation. The first installment of $_____ (50% of total fee) is due at the signing of this Agreement by the Agency. The second installment of $_____ (remaining 50% of fee) is payable at the end of the eighteenth (18th) month from the effective date of this Agreement or at the time of submission of the completed self assessment and request for the onsite evaluation, whichever occurs first.

The first installment of $_____ 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 Council in the amount of $_____.

*The Council reserves the right to terminate this Agreement if an installment payment is delinquent by more than sixty days, and the Council shall not be obligated to refund any fees previously paid.

5.2 If the Agency is determined ineligible to apply for participation in the accreditation program, after the execution of this Agreement and payment of fees, the Council will refund the fees reserved from the Agency, less a $1,000 processing fee.

5.3 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.

5.4 If the Agency terminates this Agreement pursuant to Section 3.2(c), the Agency shall receive a refund based on the following schedule, based on the effective date of this Agreement.

Less than one-year:	Seventy percent (70%) of the total fee
More than one year, but less than two years	Fifty percent (50%) of the total fee
More than two-years	No refund allowed

Refunds shall not exceed the amount actually paid by the Agency.

5.5 If the Agency requires more than 36 months to complete a successful on-site evaluation, the Agency may request a 12 month extension to this Agreement. If the extension is granted, the Agency agrees to pay a nonrefundable 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 36-month period.

5.6 If the Agency's initial on-site evaluation is not successful (i.e., work after the initial on-site evaluation is required to achieve compliance with recommended practices), and the volume of review necessary for completion would require a second on-tie evaluation, with the Agency shall prepay 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 use reasonable commercial efforts to prevent the disclosure, distribution, 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 in the furtherance of its responsibility 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 it 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.

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 evaluation has been scheduled, the purpose of said news release and publicity program will be to identify the Agency as seeking 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 the 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, franchise, 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 provisions 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 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 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 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 of 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.

IN WITNESS WHEREOF, the Agency has caused this Agreement to be executed in duplicate on this ____ day of _____, 2011.

Witness: By: _____

_____
(Typed name)

_____
(Title)*

Witness: By: _____

_____
(Typed name)

_____
(Title)*

*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 APWA has caused this Agreement to be executed by the Executive Director of the American Public Works Association, acting on its behalf.

Witness: By: _____

Peter King
Executive Director

_____**Agency** _____**APWA**

City of Chesterfield

690 Chesterfield Pkwy W • Chesterfield MO 63017-0760
Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

EXHIBIT B

American Public Works Association
Director of Credentialing
2345 Grand Blvd., Suite 700
Kansas City, MO 64108-2625

RE: Application for Accreditation

The City of Chesterfield, MO is please to submit an application for Accreditation of the Department of Planning and Public Works. The City Council has passed Resolution # _____ in full support of all Self-Assessment and Accreditation phases of the program in accordance with the published Accreditation Council Procedures.

Enclosed is a completed Application, Accreditation Agreement and a check in the amount of $8,800.00 to cover the expense of the application fee.

Please contact Mr. Mike Geisel, Director of Planning and Public Works at 636-537-4760, mgeisel@chesterfield.mo.us if you have any questions.

Sincerely,

Michael G. Herring
City Administrator

cc: Mike Geisel, DPPW
Brian McGownd, PWD/CE
Aimee Nassif, PDSD

enclosures

EXHIBIT B

ACCREDITATION COUNCIL
OF THE
AMERICAN PUBLIC WORKS ASSOCIATION

APPLICATION
FOR
VOLUNTARY ACCREDITATION

Public Works Management Practices Manual –Sixth Edition

Agency Name: * **City of Chesterfield – Department of Public Works**
*An entire operating division of a public works agency can apply for accreditation if it is a separate, semi-autonomous unit of government.

Street Address: **690 Chesterfield Parkway West**

City: **Chesterfield** State: **Missouri** Zip: **63017**

Mailing Address: _____
(if different from street address)
City: _____ State: _____ Zip: _____

- Parent Agency's Chief Executive Officer: **Michael G. Herring**

Title: **City Administrator** Elected - ☐ Or Appointed - ☒

- Public Works Agency's Chief Executive: **Michael O. Geisel**

Title: **Director of Planning and Public Works** Elected - ☐ Or Appointed - ☒
Phone: **(636) 537-4760** FAX: **(636) 537-4798** E-Mail: **mgeisel@chesterfield.mo.us**
APWA Member? ☒ -- Yes, I.D. Number **24149** ☐ -- No
APWA Agency Member? ☒ -- Yes, Contact: **Michael O. Geisel** ☐ -- No

- Public Works Agency's Accreditation Manager: **Susan Mueller**

Title: **Principal Engineer**
APWA Member? ☒ -- Yes, I.D. Number **119244** ☐ -- No
Phone: **(636) 537-4757** FAX: **(636) 537-4798** E-Mail **smueller@chesterfield.mo.us**

The public works agency is responsible for the Functional Areas, which are checked on the reverse side of this application form. The agency is responsible for addressing all recommended practices in the Functional Areas for which the public works agency has responsibility. Each area is covered by a separate chapter in the *Public Works Management Practices Manual* and forms the basis for fees charged for the accreditation process.

We hereby apply for voluntary accreditation by the Accreditation Council of the American Public Works Association. By this application, the agency acknowledges its commitment to accreditation and is willing to devote the resources necessary to complete the accreditation process. The agency is prepared to provide such information necessary for the Council to fairly evaluate the agency's eligibility for accreditation.

Executed this _____ day of _____ 20____

By: _____, Title:

continued

DETERMINATION OF FEES AND APPLICABLE FUNCTIONAL AREAS

Which of the following functions does your department administer, manage, or provide services -- either directly or through a contractor or outside vendor? The department is responsible for an entire chapter if they have any involvement in any portion of the practices contained in a chapter, even if another department or agency has ultimate responsibility. If there is any accountability—the whole chapter applies. Explain reason for not being responsible or accountable for a particular functional area.

FUNCTIONAL AREA (Chapter Number)	YES	NO	REASON FOR NON-RESPONSIBILITY
Chapter 1-9			Required for all agencies
Planning and Development (10)	X		
Engineering Design (11)	X		
Bid Process (12)	X		
Project Management (13)	X		
Right-of-Way Management (14)	X		
Utility Coordination (15)	X		
Facilities Management (16)	X		
Equipment and Fleet Management (17)	X		
Parks, Grounds and Forestry (18)		X	Separately managed and accredited
Solid Waste Management (19)		X	Residents contract with a private company.
Solid Waste Collection (20)		X	Residents contract with a private company.
Solid Waste Recycling and Reuse (21)		X	Residents contract with a private company.
Solid Waste Disposal (22)		X	Residents contract with a private company.
Street Maintenance (23)	X		
Street Cleaning (24)	X		
Snow Removal and Ice Control (25)	X		
Storm Water and Flood Management (26)	X		
Vector Control (27)		X	Provided by St. Louis County
Potable Water (28)		X	Owned and operated by Missouri American Water Co.
Wastewater Collection and Conveyance (29)		X	Owned and operated by Metropolitan Sewer District.
Wastewater Treatment and Disposal (30)		X	Owned and operated by Metropolitan Sewer District.
Traffic Operations (31)	X		
Parking (32)	X		
Cemeteries (33)		X	Privately owned and operated.
Airports (34)		X	Owned and operated by St. Louis County.
Transit Operations (35)		X	Owned and operated by Metro.
Bridges (36)	X		
TOTALS (please enter a number for both Yes and No)	16	12	Total for Yes and No must equal 28

Fees for accreditation are as follows: All applicants are responsible for Chapters 1 through 9 in the *Public Works Management Practices Manual*, regardless of functional responsibilities.

Part A: Base Fee by Agency Population (2000 Census Data)

Check	POPULATION		Extension
	Under 10,000	$1,000	
	10,001 to 25,000	$2,000	
X	25,001 to 50,000	$5,000	$5,000
	50,001 to 100,000	$7,000	
	100,001 to 300,000	$9,000	
	300,001 to 1,000,000	$12,000	
	More than 1,000,000	$15,000	
	Subtotal Base Fee		$5,000

Part B: Functional Area Fee (Added to the Base Fee)

Functional Areas	FUNCTIONAL AREAS		Extension
1	First 9 Chapters (Required for all agencies)	$800	$800
15	Each additional chapter (Maximum fee for additional chapters is $4,800)	$200 each	$3000
	Subtotal Functional Area Fee		$ 3,800

Total Fee (add Base Fee and Functional Area Fee) **$8,800**

Calculation of fees is subject to verification by the Accreditation Council. Additional fees will be charged for Functional Areas, which should have been included in the original calculation.

Applications from agencies that are not Agency Members of APWA or where both the chief public works executive and the accreditation manager are not APWA members are subject to a 50% surcharge.

An appeal fee of $1,000 will be charged for all appeals, with the full fee being rebated to agencies that prevail on the appeal. The re-accreditation fees will be one-half of the then applicable fees for accreditation, plus the actual cost for an on-site assessment.

[1] Excludes on-site assessment costs, instructional materials, reference materials, subscriptions, consulting, or other services purchased directly from the American Public Works Association.

[2] Each functional area is represented by a separate chapter in the manual. Conversely, each chapter will be counted as a functional area for the purpose of determining accreditation fees.
Forward 2 copies of signed accreditation agreement, application, statement of support and payment information to: APWA Director of Credentialing, 2345 Grand Blvd, Ste 700, Kansas City, MO 64108-2625.

TIMELINE/REQUIRED DOCUMENTATION	YES	NO	COMMENTS OR EXPLANATION
90 days prior to site visit			
Preferred Date of Site Visit			
45 days prior to site visit			
Copy of Original Accreditation Application			
Copy of Original Accreditation Agreement			
Final Payment of Accreditation Fees (if not already paid)			
List of agency staff members and their responsibilities relating to individual chapters			
Written Request for Waivers			
30 days prior to site visit			
On-Line Tracking Software Files Containing IPSR's – Must be completed and notify appropriate APWA staff of completion)			
Verification that Outline of Self Assessment Findings have been conveyed to Elected Governing Body			
Brief Description of Community and Agency			

III. B.

Memorandum
Department of Planning and Public Works

To: **Planning and Public Works Committee**

From: **Susan Mueller, Principal Engineer**

Date: **11/02/2011**

RE: **American Public Works Association (APWA) Accreditation**

The Department of Planning and Public Works seeks to ensure that our organizational process meets or exceeds accepted standards for the provision of public goods and services to residents and businesses in our community. To accomplish this goal, we seek authorization to become an Accredited Public Works Agency according to the standards established by the Accreditation Council of the American Public Works Association.

Funding for Accreditation expenses in the amount of $10,000.00 is budgeted in 2011 under Miscellaneous Contractual, Account 001-062-5251. Staff requests that the Planning and Public Works Committee **recommend approval of the proposed Resolution authorizing execution of a Voluntary Accreditation Application and Accreditation Agreement with the American Public Works Association,** as attached.

Should you need additional information, please advise.

attachment

cc: Mike Geisel, DPPW
Brian McGownd, CE/PWD
Aimee Nassif, PDSD

11/3/11