

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made as of October 1, 2020 by and between the City of Warrensburg ("Client") and Pioneer Trails Regional Planning Commission ("Consultant").

Services. Consultant agrees to perform for Client services related to the administration of Trail Efforts, GIS mapping services, and general technical issues for a term beginning October 1, 2020 and ending September 30, 2021. This service extends to finding grants for the administration of Johnson County Trails Coalition efforts, GIS mapping services, and general technical issues provided are funding in addition to any grant or revolving loan funds. Such services are hereinafter referred to as "Services."

1. Payment for Services. Client agrees to pay via membership fees the Consultant according to the following term. 100% of the membership fee totals \$6,781.64 per year in two payments of \$3,390.82. Failure to comply fully with the prescribed payment requirements contained in this agreement may render this agreement null and void and may constitute grounds for repayment of any funds provided under this contract by the Client to the Consultant.

2. Staff. Consultant is an independent contractor and neither Consultant nor Consultant's staff is or shall be deemed to be employed by Client. Client is hereby contracting with Consultant for the services described above and Consultant reserves the right to determine the method, manner and mean by which the services will be performed. The services shall be performed by Consultant or Consultant's staff, and Client shall not be required to hire, supervise or pay any assistants to help Consultant who performs the services under this agreement. Consultant shall not be required to devote Consultant's full time nor the full time of Consultant's staff to the performance of the services required hereunder, and it is acknowledged that Consultant has other Clients and Consultant offers services to the general public.

3. Client Representative. The following individual, Harold Stewart, II, City of Warrensburg City Manager represents the Client during the performance of this contract with respect to the services and deliverables as defined herein.

Consultant Representative. The Pioneer Trails RPC, Executive Director shall represent the Consultant during the performance of this contract with respect to the services and deliverables as defined therein.

4. Disputes. Any disputes that arise between the parties with respect to the performance of this contract shall be submitted in writing to the authorized representative.

5. Liability. Consultant warrants to Client that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be provided by the Client.

6. Complete Agreement. This agreement, including the services, contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

7. Applicable Law. Consultant shall comply with all applicable laws and regulation in performing said services. This agreement shall be construed in accordance with the laws of the State of Missouri.

8. Scope of Agreement. If the scope of any of the provisions are too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

9. Notices.

- a. Notices to Client should be sent to:

City of Warrensburg  
102 South Holden Street  
Warrensburg, MO 64093

- b. Notice to Consultant should be sent to:

Pioneer Trails Regional Planning Commission  
802 South Gordon Street  
PO Box 123  
Concordia, MO 64020

10. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

11. Termination. This Agreement may be terminated by either party by providing a written notice 30 days prior to the termination of the Agreement, subject to Client's obligation to make full and timely payment (s) for Consultant's services. Said notice shall be delivered to the address noted above.

- a. Termination for Cause. The Client may terminate this agreement, in whole or in part, at any time before the date of completion whenever it is determined that the Consultant has failed to comply with the terms and conditions of the Agreement. The Client shall promptly notify the Consultant in writing of such a determination and the reasons for the termination, together with the effective date. The Client reserves the right to withhold all or a portion of funds if the Consultant violates any term or condition of this Agreement.
- b. Termination for Convenience. Both the Client and Consultant may terminate this Agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

Client:

City of Warrensburg

Authorized Representative:

\_\_\_\_\_  
Harold Stewart II, City Manager

Attest:

\_\_\_\_\_  
Cindy Gabel, City Clerk

Consultant:

Pioneer Trails RPC

Authorized Representative:

\_\_\_\_\_  
Pioneer Trails RPC, Chair

Attest:

\_\_\_\_\_  
Pioneer Trails RPC, Executive Director

WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Johnson    )  
                                  )ss  
State of Missouri    )

I, \_\_\_\_\_, an authorized agent of Pioneer Trails Regional Planning Commission, do hereby attest that this business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

\_\_\_\_\_  
Pioneer Trails RPC, Executive Director, Date

Norman Lucas  
Printed Name

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

CERTIFICATION OF APPLICANT FOR PUBLIC BENEFIT

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is a citizen or permanent resident need not comply.

- \_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Norman Lucas  
Printed Name

**CONFLICT OF INTEREST FORM**

PROJECT: \_\_\_\_\_

RESPONSIBLE CITY EMPLOYEE: \_\_\_\_\_

RESPONSIBLE OR SUPERVISING CITY CONSULTANT: \_\_\_\_\_

1. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg been involved in any of the following with the City of Warrensburg, its employees, elected officials or any responsible consultant identified above?

	YES	NO
Sale, purchase or exchange of property	_____	_____
Receiving or furnishing goods or services	_____	_____
Transfer or receipt of income, assets or funds	_____	_____
Maintenance of bank balances, book balances or other accounts for benefit of another?	_____	_____

2. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg been indebted to the City, any employee of the City or its elected officials or its responsible consultants in the last twenty-four months? If yes, explain.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. List all business transactions or relationships that you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg has had with any employee of the City, its elected official or its responsible consultants in the last twenty-four months.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. List all gifts valued in excess of \$10.00 offered or accepted by any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg either to or from any employee, elected official or its responsible consultants in the last twenty-four months.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

