

CITY OF WARRENSBURG
CITY MANAGER

February 1, 2021

Honorable Mayor and
Members of the City Council
City of Warrensburg, Missouri

Dear Mayor and Council Members:

SUBJECT: An Ordinance Authorizing the City Manager and City Clerk to Execute an Extension of the Consultant Services Agreement with The Retail Coach for a Period of 12 Months

BACKGROUND:

The City of Warrensburg has utilized The Retail Coach as its consultant for market analysis and retail recruitment since 2015. Staff and City Council have worked with Aaron Farmer and his team on retail marketing data, analysis, reports and recruitment for the Warrensburg Trade Area. This information is available on the City's website. Periodic conference calls keep staff informed of progress with targeted retailers.

In late 2019, staff re-bid its retail services contract and in January 2020 entered into a new contract with The Retail Coach. The contract was for one year with the ability to renew for up to four additional twelve-month periods. Staff recommends exercising the option for the first renewal for an additional twelve months of service. If approved by City Council, staff will send the attached letter exercising our option.

ISSUE:

Whether or not to exercise the City's right to extend services for year one of services under the terms of the current contract with The Retail Coach.

STRATEGIC PLAN:

Focus III

Strategy 2. "Adopt City goals, policies, and plans to support and encourage residential, commercial, and industrial growth."

Strategy 2a. "Actively recruit new business, including retail and primary employers."

FISCAL IMPACT:

The FY21 budget includes \$17,500 for this project. The fee included in the contract for year one services is \$17,500.

ECONOMIC BENEFITS/IMPACT:

The recruitment firm will market the community to national retailers and stimulate economic growth for Warrensburg.

RECOMMENDATION:

Staff recommends approval of the ordinance and sending the letter exercising the option for year one.

Sincerely,

A handwritten signature in cursive script that reads "Barbara Carroll".

Barbara Carroll, AICP
Director of Community Development

Attachments: 1. Ordinance
2. Letter
3. 2020 Contract

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AN EXTENSION OF THE CONSULTANT SERVICES AGREEMENT WITH THE RETAIL COACH FOR A PERIOD OF 12 MONTHS

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WARRENSBURG, MISSOURI, AS FOLLOWS:

Section 1. That the City Manager and City Clerk are hereby authorized to execute an extension with The Retail Coach for a Consultant Services Agreement for a period of twelve months.

Section 2. This ordinance shall be in force and effect after passage by the City Council.

Passed in open session this _____ day of February 2021.

Bryan Jacobs, Mayor

ATTEST:

Cindy Gabel, City Clerk



City of Warrensburg
102 S. Holden Street
Warrensburg, MO 64093
Phone (660) 747-9131
TTY (660) 422-5635
Fax (660) 747-8927
www.warrensburg-mo.gov

January 26, 2021

The Retail Coach, LLC
Attn: Aaron Farmer
PO Box 7272
Tupelo, MS 38802

Re: 2020 Contract-year 1 extension

Dear Mr. Farmer:

The City has enjoyed working with you and The Retail Coach to promote and recruit new restaurant and retail businesses to Warrensburg. The data that has been gathered and the presentation of that information on the Retail Dashboard, the on-going recruitment effort of targeted retailers and representation at industry conferences have been very useful in marketing Warrensburg.

The City is exercising its right to extend services for \$17,500 for an additional twelve months under the terms of the current contract signed on January 14, 2020.

Thank you for your team's diligence and work towards helping our community grow.

Sincerely,

Danielle Dulin
Interim City Manager

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 4 day of December, 2019, by and between the City of Warrensburg, (herein "City") and The Retail Coach, (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - Consultant shall provide the City with market analysis and retail recruitment services for the City of Warrensburg's retail and restaurant market segments.

Consultant agrees to provide all such services in a timely manner within a reasonable time after receipt of City directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the City or City's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without a City approved written proposal for professional services.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the City agrees to compensate the Consultant for services rendered in accordance with the payment terms set forth in Consultant's proposal attached hereto. Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. The agreed scope of services and rate of compensation at present is for the initial 12 month period. The City shall have the option to elect to receive services as outlined in the proposal for years two through five listed as "options" in the proposal by approving those optional scopes of service, in writing, under the terms of this Master Contract. Such options will be exercised within 30 days of the end of the then current contract period.

3. **City Responsibilities** - City agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the City which may effect services rendered hereunder. Any information necessary to Consultant's work and not in possession of the City will be provided by Consultant from reputable third party sources, recognized in the industry.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the City's designated representative for each task or project assigned to Consultant and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples,

plans, specifications, and other documents or materials submitted by or to the City shall be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment.

5. **Protection of Work, Property and Persons** - The Consultant will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services provided under this Agreement. The Consultant will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees providing work under this Agreement and other persons who may be affected thereby.

6. **General Insurance Requirements** - Consultant will provide proof of its general and professional liability coverages to the City before undertaking work for the City.

7. **Indemnification** - Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees.

8. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.

9. **Records and Samples** - To the extent not otherwise transferred to the City's possession, Consultant agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the City as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the City or the City's representative.

10. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the

City in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the City shall be deemed a part of basic services for work performed under a City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

11. **City Authorization** -When the term City is used in this agreement, it shall mean the government of the City of Warrensburg, Missouri or the City of Warrensburg City Council, as the context requires. Authorization by the City shall mean written instruction from the City Council or the City Manager. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City of Warrensburg City Council or City Manager. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by the City Council or City Manager in writing. When the term City's representative is used, it shall mean the City Manager or her designee as specified in writing.

12. **Period of Services and Termination** – Consultant will provide its services as described in the proposal until completion, or until termination of those services by the City. The initial term of this Agreement shall be for twelve months, with the City have a right to renew for up to four additional twelve month periods upon exercising the renewal in writing at least thirty days before the end of the then current contract year. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Consultant shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

13. **Governing Law** - This agreement shall be governed by the laws of the state of

Missouri and it is agreed that this agreement is made in Johnson County, Missouri and that Johnson County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

14. **Certification of Lawful Presence / Work Authorization** - Consultant will complete the required certifications of lawful presence and, if the contract is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto.

15. **Nature of Relationship** - Consultant herein is an independent Consultant and shall not act as an agent for the City, nor shall Consultant be deemed to be an employee of the City for any purposes whatsoever. The Consultant shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.

16. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

CONSULTANT

CITY OF WARRENSBURG, MISSOURI


By 

By 
City Manager

Title CEO

Dated: 12/4/19

Dated: 1/14/20

ATTEST:

City Clerk

PROJECT EXPECTATIONS

Timeline & Pricing



REPORTING

The Retail Coach will provide written or electronic project updates on a bi-monthly basis.



PROJECT TIMELINE

The Retail Coach is available to begin work immediately upon agreement of terms with a project duration of 12 months.

Project Pricing

Work Fees

The total fee for completion of this work is **\$20,000**, payable in two installments:

- a) **\$10,000** upon execution of the agreement;
- b) **\$10,000** upon 180 days following execution of contract.

Reimbursable Project Expenses

It is estimated that reimbursable expenses will not exceed \$1,000. Reimbursable expenses include:

- a) All travel costs;
- b) Cost of special renderings and maps, if any;
- c) Cost of copies for reports and maps/drawings; and
- d) Cost of shipping expenses, if any.

**All Work Fees and Project expenses are payable within 30 days after receipt of the expense invoice. The Retail Coach will provide a digital copy of the deliverables.*

ONGOING SUPPORT

Optional Contract Extensions

Because we believe retail recruitment is an ongoing process, and not an event, we offer the ability to extend a standard project agreement for up to four additional years. Your agreement can be extended at any time to ensure you have the tools and resources you need to successfully recruit retailers.

Annual Contract Extension

\$17,500/yr.

Extends your agreement by an additional 12 months from previous contract execution. During that 12 month period, you will continue to receive the following:

- Updated Research, Analysis, and Reports
- Continued Recruitment of Retailers and Developers
- Coaching and Support from the The Retail Coach Team
- Designated Point of Contact for Recruitment and Data Needs
- Access to GIS Mapping and Data Resources

PROJECT OVERVIEW

Deliverables & Responsibilities

PHASE 1

Analyzing the Market

Retail Trade Area (RTA) Map based on Mobile Location Technology
Retail Trade Area & Community Demographic Profiles (Historical, Current, and Projected)
Retail Trade Area Psychographic Profiles
Daytime Population Summary

PHASE 2

Determining Retail Opportunities

Retail Gap Analysis (RGA)

PHASE 3

Identifying Development Opportunities

Community-wide sites inventory
Highest & Best Use Analysis of priority sites/vacancies
Retail Site Profiles

PHASE 4

Identifying Retailers & Developers for Recruitment

Target list of priority retailers
Target list of real estate developers

PHASE 5

Marketing & Branding

Warrensburg Retail Market Profile (RMP)
Warrensburg Retail Market Flyer (RMF)
Retailer Feasibility Packages
Developer Opportunity Package
Online Retail360 Dashboard & Pandora Platform
Interactive Site Mapping with Preloaded Sites

PHASE 6

Recruiting Retailers & Developers

Proactive Retail Recruitment & Recruitment Updates
Proactive Developer Recruitment & Recruitment Update

PHASE 7

Retail Coaching

Ongoing Coaching & Project Management through TRC Pandora Platform

"In my opinion, The Retail Coach's strategy and assistance has netted us over 325,000 square feet of occupied retail development during one of the most significant retail downturns in the last 20 years. Money well spent."

Samuel D. R. Satterwhite
Executive Director
Wylie EDC

"Thank you for Gallatin's partnership with Retail Coach. Charles Parker and his team have been very beneficial in helping my development find retail tenants. We have currently signed [multiple new brands] with their help and guidance."

Brad Jolly
Developer
Gallatin, Tennessee

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

County of Lee)
)ss
State of Mississippi)

My name is C. Kelly Cofer. I am an authorized agent of The Retail Coach LLC

(Bidder). 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.

Furthermore, all employees or others working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

CKellyCofer 12/4/19
Affiant Date
C Kelly Cofer
Printed Name

Subscribed and sworn to before me this 4 day of December, 2019.



Nancy Bryan Dees
Notary Public

CONFLICT OF INTEREST FORM

PROJECT: The Retail Coach - Retail Recruitment Services

RESPONSIBLE CITY EMPLOYEE: Harold Stewart, Barbara Carroll

RESPONSIBLE OR SUPERVISING CITY CONSULTANT: Aaron Farmer

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	_____	_____X
Receiving or furnishing goods or services	_____X	_____
Transfer or receipt of income, assets or funds	_____	_____X
Maintenance of bank balances, book balances or other accounts for benefit of another?	_____	_____X

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.

No

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.

Our firm has been under contract with the City of Warrensburg for retail recruitment services for the last four years.

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.

By executing this disclosure form, the undersigned personally, and on behalf of the proposing business entity verifies that the information contained herein is truthful and accurate and will remain truthful and accurate throughout all business transactions with the City of Warrensburg.

The Retail Coach LLC Date: 12/4/19
by: [Signature]

STATE OF Mississippi)
)SS.
COUNTY OF Lee)

On this 4 day of December, 2019, before me, appeared C. Kelly Cofer, to me personally known, who being duly sworn, did swear that the matters contained herein are true to his/her best knowledge and belief.

IN WITNESS WHEREOF, I have placed my hand and notarial seal the day and year last above written.

[Signature]
NOTARY PUBLIC

