

CONTRACT FOR PROVISION OF SERVICES BETWEEN
CITY OF WARRENSBURG AND WARRENSBURG MAIN STREET

This agreement is made and entered into as of _____, by and between the City of Warrensburg, Missouri (the "City"), and Warrensburg Main Street, Inc. (hereinafter "Main Street").

WHEREAS, the City has budgeted expenditures for Main Street and other Economic Development Initiatives that may be used by Main Street for economic development purposes for the period commencing October 1, 202~~19~~ and ending September 30, 202~~21~~; and,

WHEREAS, the expenditure of public funds must be in furtherance of a public purpose or benefit; and,

WHEREAS, Main Street, under the guidance of the National Trusts' Main Street Program, is willing to enter into a contract to provide varying and existing Main Street services, from their original mission and vision which was created by the founding members of Main Street and incorporated as a 501 (c) 3 corporation, to benefit the public and the City of Warrensburg. The contractual services listed in paragraph four below are, first and foremost, provided annually to the National Trust Main Street Program for required certification as a program through the National Trust, and that these duplicate reports are provided to the City to document a substantial benefit for the community of Warrensburg; and

WHEREAS, this agreement is entered into to set forth the respective duties and obligations of each party, and

WHEREAS, the City wishes to incorporate Main Street into the Fiscal Year 202~~21~~ City Strategic Plan asking them to either take the lead or support certain Action Steps.

NOW THEREFORE, in consideration of the promise of payment of funds from the City, and the agreement to provide services to citizens of Warrensburg, Missouri by Main Street, the parties agree as follow:

1. The initial term of this contract shall begin on October 1, 202~~19~~ and end on September 30, 202~~21~~.
2. Following the date of signing this agreement, the City agrees to pay ~~\$18,000~~ \$30,000 annually as a fixed monthly fee to Main Street in the sum of ~~\$1,500.00~~ \$2,500 for monthly services through September 30, 202~~21~~. As part of this agreement Main Street agrees to participate equally in the "Love What's Local" campaign, a partnership with the City and the Warrensburg Chamber of Commerce and will also be subject to Paragraph 12 of this agreement.
3. Furthermore, after the date of signing, the City agrees to pay up to \$10,000 in monthly installments of \$833.33 a month for each month an ~~Events Coordinator~~ Staff position that includes events coordinator in the job description when hired. The focus of this position is to support ~~Dickens Christmas and the Sounds of Summer~~ a Christmas event, and 2 music or art focused events for the City's 202~~21~~ Fiscal year.
4. The City agrees to pay a lump sum of \$5,000 annually as a contribution to Burg Fest,

after the date of signing this agreement. Payment may be made 30 days prior to the festival, upon notification from Main Street of the official festival date.

5. Main Street agrees during the contract term to aggressively work to complete said Main Street's officially adopted Annual Work Plan to be completed as a result of strategic planning during an Annual Retreat in October each year. Upon Main Street's adoption, said goals and objectives will be attached to this contract.
6. Main Street shall, in consideration of the payments outlined herein, complete the scope of work outlined on Exhibit A.
7. Main Street agrees to save and hold harmless the City from any and all liability or damages, including legal fees and court costs, which may arise out of Main Street's performance of the contract.
8. In the event the City is made aware of any default under this contract, which Main Street fails to correct within thirty days from the date of notification, the City may cancel and terminate this contract.
9. Either party may terminate this agreement by providing 30-days written notice to the other party.
10. Notice. Any notice required by this Agreement shall be effective upon mailing, postage prepaid, using the following information:

Corporation: Executive Director	City: City Manager
Warrensburg Main Street, Inc.	City of Warrensburg
125C N. Holden	102 S. Holden
Warrensburg, MO 64093	Warrensburg, MO 64093

11. It is clearly understood by all parties, and by any citizen, that Main Street operates as a 501(c) 3 not-for-profit, and is not an operating arm of the City of Warrensburg. The funds stated in this contract are for services to benefit the betterment of the downtown district and the community at large.
12. Within thirty days upon submittal of the reports as referenced in 5 E above, the services provided hereunder shall be submitted to the City Council for review and comment. After receipt of these reports, the City may, at its option, review and evaluate Main Street's performance hereunder and provide comment to Main Street on its performance.
13. The obligations of the City to make the payments hereunder constitutes a current expense of the City, are from year to year, and does not constitute a mandatory monthly payment obligation of the City in any fiscal year beyond the then current fiscal year of the City. The City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. The City reasonably believes that legally available funds in an amount sufficient to make all payments during each term of this Agreement can be obtained. Notwithstanding the foregoing, the decision whether or

not to budget or appropriate funds or to extend this Agreement for any subsequent fiscal year is solely within the discretion of the then current governing body of the City.

For clarity, the maximum possible payment to Main Street under this contract is as follows: ~~-\$1,500~~ \$2,500 monthly base payment, \$833.33 monthly ~~event coordinator~~ staff position payment (when position filled), \$5,000 Burg Fest Contribution and \$1,000 professional development expense reimbursement. A total maximum potential payment under this contract for the full budget year is ~~\$33,000~~ \$46,000

The \$1,000 will be allocated on a reimbursement basis to Warrensburg Main Street, Inc. for the professional development of staff. Said reimbursement expenses with receipts should be forwarded to the following
City of Warrensburg
Finance Department
102 South Holden
Warrensburg, MO 64093

14. Main Street shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Main Street's failure, or failure of its employees, agents or subcontractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities.

In witness whereof, the undersigned have placed their signatures as representatives of the parties hereto as of the day and year first above written.

CITY OF WARRENSBURG, MISSOURI

WARRENSBURG MAIN STREET, Inc.

Harold Stewart II, Danielle Dulin Interim City Manager

Chair

Date: _____

Date: _____

ATTEST:

ATTEST:

Cindy Gabel, City Clerk

Main Street, Inc. Secretary

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

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.

Exhibit A
Scope of Work

Main Street, shall, during the term of the Contract, complete the following tasks to the public benefit of the City of Warrensburg:

- A. Participate in and cooperate with Warrensburg Economic Coalition to achieve their mission;
- B. Solicit information for www.locationone.com of available spaces/buildings for purchase or lease including size, former use, contact person, and price;
- C. Continue to implement and support the Downtown Façade Grant program for the City's FY2~~2~~4 while seeking incentives for façade and building improvements for property owners in the downtown district;
- D. Review, report and plan for permanent Main Street funding;
- E. Main Street agrees to prepare and distribute to the City a summary of the status of the Work Plan on or before the end of January 202~~2~~4, and a report on or before the beginning of June 202~~2~~4, that includes the status of accomplishments of the expectations outlined in this agreement and Main Street's goals and objectives.
- F. Main Street shall install planters and benches of a design and location approved in advance by the City within the pedestrian alley way lying north of West Pine Street in downtown Warrensburg. Main Street shall maintain the planters and benches in good condition, and free from debris. Removal of the benches and planters after their installation shall be at the option of the City, with 30 days notification to Warrensburg Main Street. -
- G. Main Street shall design and install public art along the vertical facing portion of the risers on the stairs leading from the pedestrian alley way north of West Pine Street toward Culton Street. The design shall be submitted to the City and approved in advance of installation. Main Street shall keep the installation in acceptable repair. Removal of the art after its installation shall be at the option of the City, with 30 days notification to Warrensburg Main Street.- Main Street shall provide proof to the City of ~~transfer~~transfer of the design of the art and release of all moral rights to the work prior to its installation.