

## Memorandum of Agreement

Pioneer Trails RPC  
\_\_\_\_\_, 2022

Warrensburg  
CDBG Application

### MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made as of \_\_\_\_\_, 2022 by and between the City of Warrensburg ("Client") and Pioneer Trails Regional Planning Commission ("Consultant").

Services. Pioneer Trails Regional Planning Commission (Consultant) shall complete, in a professional and timely manner, the following services in preparation of a funding application for a Missouri Department of Economic Development, Community Development Block Grant (CDBG) project concerning Streets in the City of Warrensburg ("Project"). The Consultant agrees to provide a plan and application for submittal by or before the CDBG program deadline in 2022 as desired by the city. As mutually agreed upon by the City of Warrensburg and the Consultant, the scope shall include collecting, verifying and submitting various data necessary for the competitive project application, planning services, and addressing general technical issues required to obtain the grant funds. Such services are hereinafter referred to as "Services."

Payment for Services. Client agrees to pay the Consultant according to the following term. The Consultant shall be paid in accordance with the staff time and materials invoiced as the application becomes completed. The maximum amount to be paid the Consultant for performance of this agreement shall not exceed **four thousand ninety-five dollars. (\$4,095.00)**. Failure to comply fully with the prescribed payment requirements contained in this agreement may render this agreement null and void.

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.

Client Representative. The following individual, Danielle Dulin, City of Warrensburg City Administrator 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. The City of Warrensburg agrees to provide data and authorize the completing of documents designating Pioneer Trails Regional Planning Commission (PTRPC) personnel as the "Application Preparer" of the city for purposes of completing the CDBG project application.

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The designation of "Application Preparer" shall be understood by Pioneer Trails Regional Planning Commission staff and City of Warrensburg personnel to pertain only to the actions requested by the City of Warrensburg in the completing of the CDBG Grant Program application. No other legal authority or consultation shall arise from the aforementioned City's "Application Preparer" designation of PTRPC personnel.

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.

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.

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.

Applicable Law. Consultant shall comply with all applicable laws and regulation in performing said services. The Consultant agrees to complete such action as is required to become fully informed of all State and Federal laws and county and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work. The Consultant shall at all times observe and comply with all such applicable existing and future laws, ordinances, regulations, orders and decrees, and the Consultant further agrees to protect, indemnify and hold harmless, with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement, the State of Missouri and Local Government and the officers and agents of those entities, from any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Consultant or the Consultant's employees. This agreement shall be construed in accordance with the laws of the State of Missouri.

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

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not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

### Notices.

- a. Notices to Client should be sent to:

City of Warrensburg  
102 S. Holden St.  
Warrensburg, MO 64093

- b. Notice to Consultant should be sent to:

Pioneer Trails Regional Planning Commission  
P.O. Box 123  
802 South Gordon Street Rm. 102  
Concordia, MO 64020

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.

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.

- c. 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.
- d. 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.

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

Client:

City of Warrensburg  
Authorized Representative:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Consultant:

Pioneer Trails RPC  
Authorized Representative:

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

Attest:

  
\_\_\_\_\_  
Pioneer Trails RPC, Fiscal Officer