

BILL NO. 15- 27

ORDINANCE NO. 4.318

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF GLADSTONE, MISSOURI AND THE GLADSTONE ECONOMIC BETTERMENT COUNCIL AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, Section 70.220, RSMo, provides that any city may contract with any private person, firm, association, or corporation for the planning, development, or operation of a common service; and

WHEREAS, Section 70.230, RSMo, authorizes a city to exercise the power conferred by Section 70.220 by ordinance duly enacted; and

WHEREAS, the Gladstone Economic Betterment Council ("GEBC") oversees and provides various services and programs in the City that promote the public health, safety, and general welfare of the City and its citizens; and

WHEREAS, the City Council has determined that it is in the best interest of the City to utilize the services of GEBC to provide services and programs in the community and desires to enter into a public service agreement with GEBC with regard to the provision of said services and programs.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE AS FOLLOWS:

SECTION 1. The Mayor is hereby authorized to execute on behalf of the City of Gladstone the Public Service Agreement by and between the City of Gladstone, Missouri and the Gladstone Economic Betterment Council attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. This Ordinance shall be in full force and effect both from and after its passage and approval by the City Council.

PASSED, SIGNED AND MADE EFFECTIVE BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 24TH DAY OF AUGUST, 2015.



Mayor Bill Garnos

ATTEST:



Ruth E. Bocchino, City Clerk

1st Reading: August 24, 2015

2nd Reading: August 24, 2015

Exhibit A

Public Service Agreement by and between
the City of Gladstone, Missouri and
the Gladstone Economic Betterment Council

[see attached]

**PUBLIC SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF GLADSTONE, MISSOURI AND
GLADSTONE ECONOMIC BETTERMENT COUNCIL**

This Agreement (the "Agreement") is entered into this 24th day of August, 2015, by and between the City of Gladstone, Missouri, a municipal corporation (the "City"), and the Gladstone Economic Betterment Council, a Missouri nonprofit corporation ("GEBC").

WHEREAS, municipalities in Missouri are authorized by Section 70.220 RSMo, as amended, to contract and cooperate with any private person, firm, association or corporation for the planning, development, or operation of a common service provided that the subject and purposes of any such contract or cooperative action is within the scope of the powers of such municipality; and

WHEREAS, the City has authority to undertake such actions and provide such services as are necessary to provide for and promote the public health, safety, and general welfare of the City and its citizens; and

WHEREAS, the City desires to provide certain services and programs as outlined in this Agreement that serve and promote the public health, safety, and general welfare; and

WHEREAS, it is in the best interest of the City to utilize the services of GEBC to provide said services and programs in the community and GEBC desires to be engaged to perform said services and programs for the City.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Services and Programs. GEBC shall provide the services and programs identified in Exhibit A attached hereto.
2. Payment. The City shall pay an amount not to exceed Seventy-Five Thousand Dollars and no cents (\$75,000.00) annually to GEBC for the services noted on Exhibit A as "City Funded" to be performed by GEBC during the term of this Agreement. From time-to-time the City may also elect to fund other or additional services and program activities through GEBC. Prior to the transfer of funds from the City to GEBC for the provision of any services during the term of this Agreement, the City shall first deliver to GEBC a memorandum detailing the specific funding source, funding amount, and allowable uses of the funds for the services to be provided. Upon approval by the Board of Directors of GEBC, funds may be deposited by the City with GEBC and utilized only for the stated purposes. In addition to the payment by the City to GEBC for the services, the City shall provide general administrative staff assistance to GEBC from time-to-time as additional consideration for GEBC providing the services and programs identified in Exhibit A.
3. Term of Agreement. The initial term of this Agreement shall commence on the date first written above and shall end on June 30, 2016; provided that this Agreement shall automatically renew beginning on July 1, 2016 and on July 1 of each year thereafter

unless either party provides written notice to the other party no later than sixty (60) days prior to said date of its intent to modify or not renew the Agreement for another year.

4. Appropriation of Funds. It is expressly understood by the parties that the City's financial obligations in this Agreement are subject to the annual appropriation by the City Council of funds for the services. In the event of non-appropriation for services outlined in this Agreement, GEBC shall not be obligated to provide said services for the benefit of the City.
5. Transfer of City Funds. At any time during the term of this Agreement, funding for one or more of the specific services and programs identified on Exhibit A may be discontinued by the City upon written notification to the Board of Directors of GEBC. Any remaining City funds provided to GEBC for said services or programs shall thereafter be transferred back to the City by GEBC.
6. Termination. This Agreement may be terminated by either party at any time upon ninety (90) days written notice to the other party. In the event of termination for any reason other than breach of the terms of this contract by the other party, each party shall continue to perform any and all services required under this Agreement until the date of termination and any payments due shall be prorated to the date of termination.
7. Independent Contractor. GEBC is an independent contractor and shall not act as an agent or representative of the City and shall have no authority to bind the City, for any purpose whatsoever; and the employees of one party shall not be deemed employees of the other.
8. Management & Control. GEBC shall have overall management and control and shall coordinate all activities and deliverables under this Agreement, including, but not limited to, the final review, approval and funding of its sponsored activities.
9. Records. GEBC shall maintain records documenting the services provided pursuant to this Agreement, including an itemization of the work performed and an accounting of funds expended. A copy of said records shall be provided to the City by GEBC upon its request.
10. Indemnification. GEBC agrees to indemnify City, its elected and appointed officials and employees against any demand, claim, loss, cost, or damage (including reasonable attorney fees), incurred by the City as a result of any breach of any obligation under this Agreement or attributable to any negligent, willful, wanton or intentional act of GEBC or its officers, agents or employees. Further, GEBC agrees to provide a defense to the City in the event of any such demand, claim, loss, cost, or damage.
11. Compliance with Laws. GEBC shall comply with all applicable state and federal laws and City ordinances in providing the services pursuant to this Agreement.
12. Unauthorized Aliens. Pursuant to Section 285.530(1) RSMo, by its sworn affidavit in substantially the form attached hereto as Exhibit B and incorporated herein, GEBC hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the services provided pursuant to this Agreement. Furthermore, GEBC affirms that it does not knowingly employ any

person who is an unauthorized alien in connection with the services provided pursuant to this Agreement.

13. Entire Agreement; Amendment; Assignment; Governing Law. This Agreement contains the entire agreement and understanding between the parties and supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by both parties. Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party. Any action to enforce this Agreement or litigation arising out of this Agreement shall be brought in the Circuit Court of Clay County, Missouri.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement on the date first written above.

GLADSTONE ECONOMIC BETTERMENT
COUNCIL

Paul G. Harrell

Paul Harrell, President

Attest:

Les Smith

Les Smith, Secretary

CITY OF GLADSTONE, MISSOURI

Bill Garnos

Bill Garnos, Mayor

Attest:

Ruth E. Boechling 8/27/15

Ruth E. Boechling, City Clerk

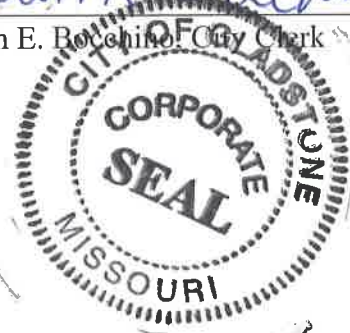


Exhibit A

GEBC Programs

Amphitheater/Theater in the Park
Memory benches in public locations
DARE
Environmental/Recycling
Mayor's Christmas Tree and Lighting Event
Neighbors Helping Neighbors (special community programs such as painting deteriorated homes, providing box fans, tornado recovery efforts)
Neighbors Helping Neighbors Weatherization (neighborhood weatherization)*
NAP Beauty (entry signs to City)
Get Kids Connected (scholarships for kids to participate in recreation programs)
Animal Control
Gladstone on the Move (citizen-based strategic plan)
Community Magazine*
Atkins-Johnson Farm Restoration
Art Springs in Gladstone
All American Cities
Friends of Atkins-Johnson Farm (programming at farm)
GNC Organization Grants (neighborhood programs)*
GNC Minor Home Repairs*
Big Shoal Cemetery
Sustainability (home show)
Tree Legacy (memorial tree plantings)
Kids Triathlon
Atkins-Johnson Farm Landscaping
Neighborhood Signs (crime watch signs)
Gladstone Legion Veterans Memorial (memorial maintenance)

*City Funded programs

Exhibit B

**CITY OF GLADSTONE, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)**

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared PAUL HARRELL who, being duly sworn, states on his oath or affirmation as follows:

1. My name is PAUL HARRELL and I am currently the PRESIDENT of the Gladstone Economic Betterment Council (hereinafter "GEBC"), whose business address is 7010 North Holmes, Gladstone, Missouri 64118, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. GEBC is enrolled in and participates in a federal work authorization program with respect to employees working in connection with the Public Service Agreement by and between the City of Gladstone, Missouri and the Gladstone Economic Betterment Council.
4. GEBC does not knowingly employ any person who is an unauthorized alien in connection with the services set forth above.

Paul Harrell
Affiant

PAUL HARRELL
Printed Name

Subscribed and sworn to before me this 26 day of August, 2015.

My Commission Expires: 11-11-18

Rebecca Jarrett
Notary Public

SEAL

REBECCA JARRETT
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: November 11, 2018
Commission #14392947