

**RESOLUTION NO. R 14-17**

**A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH WEBB MANAGEMENT SERVICES INCORPORATED FOR THE DEVELOPMENT OF A CULTURAL ARTS AND ENTERTAINMENT STRATEGIC PLAN FOR THE CITY OF GLADSTONE, MISSOURI.**

**WHEREAS**, two proposals were received for the Development of a Cultural Arts and Entertainment Strategic Plan, and the proposal from Webb Management Services Incorporated has been determined to be the best overall bid.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:**

**THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract for the Development of a Cultural Arts and Entertainment Strategic Plan for a contract amount of \$48,500.00.

**FURTHER, THAT**, funds are authorized for such purpose from the General Fund.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 10<sup>TH</sup> DAY OF MARCH 2014.**

  
Jean B. Moore, Mayor

**ATTEST:**

  
Cathy Swenson, City Clerk

Res 14-17  
3/10/14

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 14 day of April, 2014, by and between the City of Gladstone, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City", and Webb Management Services, Inc., a New York Corporation, hereinafter referred to as "Consultant".

WITNESSETH, that:

WHEREAS, City seeks a Cultural Arts & Entertainment Strategic Plan (hereinafter referred to as the "Plan") and Consultant has submitted its proposal to prepare such a Plan which has been accepted by the City pursuant to the terms and conditions described herein; and

WHEREAS, attached hereto and incorporated herein are Exhibit A, the City's Proposal Information for Consultants (hereinafter referred to as "RFP"), Exhibit B, the Consultant's Response to City's Proposal Information (hereinafter referred to as "Response"), and Exhibit C, the Contract Price and Payment Terms (hereinafter referred to as "Price").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, IT IS HEREBY AGREED by the parties as follows:

### **Services.**

Consultant agrees to perform those services necessary to create a Plan generally described as follows:

1. Needs Analysis;
2. Conceptual Planning/Visioning;
3. Strategic Plan;
4. Presentation to Arts and Parks and Recreation Commissions; and
5. Presentation to the Gladstone City Council.

Consultant agrees to perform such services in a diligent, competent, and workmanlike manner in accordance with the professional standards of its industry. In addition Consultant shall perform all such services specifically in accordance with Sections 4, 4.1, 4.2, and 4.3 of the RFP and the corresponding provisions of the Response.

City agrees, to the extent available, to provide such information and data requested by the Consultant as is relevant to the Consultant's services. The City also agrees to arrange for and host such city staff meetings and public meetings as are described in the RFP and the Response.

### **Time Frame.**

The parties agree that the completion date for the final version of the Plan shall be five months from the Effective Date. The first draft of the Plan will be delivered to the City within ninety

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(90) calendar days from the Effective Date. The second draft of the Plan will be delivered to the City within one hundred and twenty (120) calendar days of the Effective Date. Thereafter the Final Plan shall be submitted and presented to a joint meeting of the Arts Commission and the Parks and Recreation Advisory Board. The Plan will then be presented to the Gladstone City Council at the next regularly scheduled Council meeting.

**Contract Price and Payment Terms.**

Exhibit C sets forth the complete price and payment terms. It is expressly understood that in no event will the total compensation to be paid to the Consultant under the terms of this Agreement for the Services set forth, and for reimbursement of authorized expenses, exceed the sum of Forty Eight Thousand, Five Hundred Dollars (\$48,500.00).

If additional services are requested by the City, the Consultant will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation to be paid shall not exceed the approved amount.

**Effective Date.**

The Effective Date will be the date on which the last party executes this Agreement. Said last party shall date the Agreement in the first paragraph hereof when signed.

**Indemnity and Liability Insurance.**

Consultant shall at all times indemnify, defend and hold the City harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property resulting from any act done or omission by or through Consultant, its agents, subcontractors or employees during the course of this Agreement.

Consultant shall maintain, at all times during the Time Frame, general liability, professional and automobile insurance with limits of \$1,000,000.00 per occurrence.


**Choice of Law and Forum.**

This Agreement shall be construed in accordance with the laws of the State of Missouri. Any legal proceeding or dispute shall be brought in Missouri State Courts and specifically in Clay County, Missouri.

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IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement, as of the date and year first above written.


City of Gladstone, Missouri

By: 

Name: Kirk L. Davis

Title: City Manager

ATTEST:

By: 

Name: Cathy Swenson

Title: City Clerk



Webb Management Services, Inc.

By: 

Name: Duncan Webb

Title: President

ATTEST:

By: 

Name: Ami Blake

Title: Senior Consultant