

RESOLUTION NO. R-20-22

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE FRIENDS OF THE ATKINS-JOHNSON FARM AND MUSEUM, INCORPORATED FOR EVENT PROGRAMMING AND VOLUNTEER SERVICES.

WHEREAS, The Friends of the Atkins-Johnson Farm and Museum, Incorporated provide valuable community building events that support the City's interest in historic preservation; and

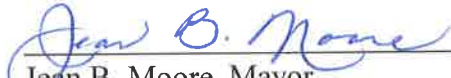
WHEREAS, The Friends of the Atkins-Johnson Farm and Museum, Incorporated provide valuable volunteer resources that support the museum and surrounding heritage area; and

WHEREAS, it is in the best interest of the City to utilize the services of The Friends of the Atkins-Johnson Farm and Museum, Incorporated

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 the attached agreement for event programming and volunteer services.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13th DAY OF JULY 2020.



Jean B. Moore, Mayor

ATTEST:



Ruth E. Bocchino, City Clerk



Request for Council Action

RES # R-20-22

BILL # City Clerk Only

ORD # City Clerk Only

Date: 7/7/2020

Department: General Administration

Meeting Date Requested: 7/13/2020

Public Hearing: Yes Date: N/A

Subject: An agreement between the City and The Friends to provide event programming and volunteer services at the Atkins Johnson Farm.

Background: The Friends organization has been under the umbrella of GEBC for more than a decade. Recently, The Friends became incorporated and became a separate entity. The City and GEBC have numerous agreements for programming services. Because The Friends have become a separate entity, an agreement with the City is necessary. The Friends have and will continue to provide valuable programming and volunteer services. The agreement simply outlines those activities.

Budget Discussion: Funds are budgeted in the amount of \$ from the Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$0

Public/Staff Input/Commission: Staff recommends approval.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Department Head
SW

City Attorney
PC

City Manager
SW

**PUBLIC SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF GLADSTONE, MISSOURI AND
THE FRIENDS OF THE ATKINS-JOHNSON FARM & MUSEUM, INC.**

This Agreement (the "Agreement") is entered into this 13th day of July, 2020 by and between the City of Gladstone, Missouri, a municipal corporation (the "City"), and the Friends of the Atkins-Johnson Farm & Museum Inc., a Missouri nonprofit corporation ("The Friends").

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 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 The Friends to provide said services and programs in the community and The Friends desire 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. The Friends shall provide the services and programs identified in Exhibit A attached hereto.
2. Term of Agreement. The initial term of this Agreement shall commence on the date first written above and shall end on June 30, 2021; provided that this Agreement shall automatically renew beginning on July 1, 2021 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.
3. 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.
4. Independent Contractor. The Friends are 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.

5. Management & Control. The Friends shall have overall management and control of their funds and shall coordinate activities and deliverables under this Agreement, including, but not limited to, the final review, approval and funding of its sponsored activities.
6. Records. The Friends 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 the Friends upon its request.
7. Indemnification. The Friends agree 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 The Friends or its officers, agents or employees. Further, The Friends agree to provide a defense to the City in the event of any such demand, claim, loss, cost, or damage.
8. Compliance with Laws. The Friends shall comply with all applicable state and federal laws and City ordinances in providing the services pursuant to this Agreement.
9. 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.

THE FRIENDS OF THE ATKINS-
JOHNSON FARM & MUESUM, INC.

CITY OF GLADSTONE, MISSOURI


Eugene Suter, President


Scott Wingerson, City Manager

Attest:

Attest:


Shelly True, Secretary
Shelly

 7/15/2020
Ruth Bocchino, City Clerk

Exhibit A

Friends of the Atkins-Johnson Farm & Museum Programs

AJFM Friends Current Responsibilities/contribution

1. Volunteering at the museum for normal hours of operation
 - a. Museum is open 5 hours per day, 4 days a week (Wed.-Sat. 11-4)
 - b. Museum requires 40 hours of volunteer time per week to maintain regular visitation.
 - c. The museum is open 34-35 weeks each year
 - d. 1360 hours of volunteer time annually
2. Friends events on the property (public events that are primarily organized and managed by the friends)
 - a. Restoration Run
 - b. Big Shoal Country Fair
3. Friends use City property in some way for organizational events
 - a. Committee meetings at the museum
 - b. Board Meeting at the Gladstone Community Center
 - c. Friends of the AJ Farm Annual Membership Meeting in the front yard of museum
 - d. Fair committee appreciation dinner inside the museum
 - e. Friends members-only holiday party at museum
4. Volunteering for exhibit installation and deinstallation
5. Volunteering for museum special events
 - a. Afternoon Tea
 - b. Children's Garden Day
 - c. Pickin' on the Front Porch Concert
 - d. Big Shoal Cemetery Tour
 - e. Holiday Nights
6. Friend's gift shop inside museum. Uses Sportsman system for cash register

7. Assists in educational programs and field trips
8. Represents the museum at community events (Gladfest, home show etc.)
9. Loan items for displays and exhibits
10. Decorates the museum each year for the holidays (they also own the decorations)