City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 2, 2018

Item: Council Bill No. 2018-407
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Preservation Resources, Inc Workshop Agreement
2) Council Bill No 2018-407

Department Head: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
The following Agreement is between the City of Joplin and Preservation Resources, Inc to provide professional services to conduct a three-day historic window restoration and weatherization workshop.

DISCUSSION:
The Joplin Historic Preservation Commission, in an effort to increase the technical capacity of local contractors with respect to historic preservation, has invited and desires to engage Bob Yapp of Preservation Resources, Inc in conducting a three-day workshop for instruction in historic window restoration, weatherization and re-installation.

The agreement with Preservation Resources, Inc. is for Fourteen Thousand Eight Hundred Dollars ($14,800) from the Historic Preservation Commission legal and professional fees budget.

RECOMMENDATION:
Staff recommends approval of the Agreement.

AGREEMENT
FOR PROFFESSIONAL CONTRACTING SERVICES

THIS AGREEMENT, by and between the City of Joplin, Missouri, whose address is 602 S. Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and Preservation Resources, Inc, whose address is 521 Bird Street, Hannibal, Missouri 63401, hereinafter referred to as the "Contractor" is for professional services.

WHEREAS, the City, at the behest of the Historic Preservation Commission, desires to retain a professional contractor to conduct a three-day window restoration and weatherization workshop; and

WHEREAS, the Contractor desires to provide services in furtherance of this workshop to the terms of this Agreement.

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hetero, the parties do hereby agree as follows:

ARTICLE I – Services

The contractor agrees to perform in a professional manner the following:

A. To provide services in completing a three-day workshop for the purpose of instruction to restore, weatherize and re-install windows in accordance with standards of historic properties and restoration thereof.
B. The workshop will provide instruction for up to eighteen (18) students.
C. The workshop will be conducted on May the 18th, 19th and 20th in the City of Joplin, principally at the location of the Empire Market at 931 East 4th Street, with the consent of the property owners. Additional work at properties for installation of workshop deliverables will be with the consent of the property owners.
D. Provide copies of waivers of liability, signed by participating students.
E. Secure, and provide if requested, agreements with other organizations delivering provisions of the workshop not funded by the City.

ARTICLE II – General Conditions

1. The Contractor shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it in the workshop, or the material or equipment used, or the conduct of the work.
2. The Contractor shall complete the work in a diligent manner.
3. This Agreement, including payment hereunder, shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.
4. In performance of the workshop covered by this Agreement, the Contractor shall not discriminate against any participant because of race, creed, color, political affiliation, handicap or national origin.

5. City shall have the right to make changes within the general scope of Contractor's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment signed by an authorized representative of the City and the President of the Contractor.

ARTICLE III – Responsibilities

The Contractor Shall:

1. Provide staff that is experienced providing work that is described in this Agreement.
2. Provide an invoice prior to commencing the workshop.
3. Provide up to 18 jump drives and educational materials to participating students.
4. Provide any promotional materials or information, and agree to media interview for the purpose of promotion, if requested.

ARTICLE IV – Costs and Payments

1. It is agreed by the Parties that the foregoing Scope of Services will be performed for a lump-sum of $14,800, including all professional time, travel, materials and equipment, expenses, etc., payable in check at the finance department of the City of Joplin, 3rd floor of City Hall, May 21st, 2018.
2. No out-of-pocket expenses for travel, mileage, or related expenses will be reimbursed by the City.

ARTICLE V – INDEMNIFICATION AND INSURANCE

The Contractor covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, or whatsoever kind or character, whether real or asserted, arising out of Consultant's negligence in the performance of services under this Agreement.

ARTICLE VI – MISCELLANEOUS

A. CHOICE OF LAW and VENUE. This Agreement has been made, and its validity performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

B. HEADINGS. The headings of paragraphs in the Agreement are for Convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

C. ENTIRE AGREEMENT. This Agreement (including all Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

D. WAIVER OR BREACH. Waiver of any provision of this Agreement or breath of this Agreement shall not thereafter be deemed to be a consent by waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to the Agreement to assert its rights for any breach of the Agreement shall not be deemed a waiver of such rights. Should the City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorney' fees and costs incurred as determined by the Court in any such cause of action.

E. SEVERABILITY. If any of the provision of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provision of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

F. BINDING EFFECT. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

G. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

ARTICLE VII – AGREEMENT

This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR THE CONTRACTOR

Preservation Resources, Inc



_____

BY: Robert C. Yapp Jr.
President

DATE: March 22, 2018

FOR THE CITY

City of Joplin, Missouri

_____

BY: Troy Bolander
Director of Planning

DATE: _____

ATTEST: _____
Planner for Historic
Preservation Commission

COUNCIL BILL NO. 2018-407 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Preservation Resources, Inc; authorizing the City Manager or his designee to execute same on behalf of the City.

WHEREAS, the City of Joplin and Preservation Resources, Inc, are desirous of entering into an agreement whereby Preservation Resources, Inc will provide professional services to conduct a three-day window restoration and weatherization workshop.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1: That an Agreement between the City of Joplin, Missouri, and Preservation Resources, Inc. in an amount not to exceed Fourteen Thousand Eight Hundred Dollars ($14,800.00), a copy of same attached hereto and incorporated herein, be and the same is hereby approved.

Section 2: That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement or one in substantially similar form, by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a _____vote.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney