CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-527 – Approving a Funding Agreement between Downtown Joplin Alliance (DJA) and the City of Joplin

MEETING DATE
October 16, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-527 Ordinance; Exhibit "A" Downtown Joplin Alliance Agreement

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a funding agreement between Downtown Joplin Alliance and the City of Joplin in the annual amount of $50,000.00.

BACKGROUND
The purpose of this agreement is to partner with Downtown Joplin Alliance (DJA) and leverage funding to protect, rehabilitate, and redevelop endangered properties within the downtown area.

Under the endangered property program, DJA shall continue to operate a program designed to focus on historic properties within the Joplin, Missouri downtown area which are neglected, under-utilized, and in poor condition. These services shall include securing properties either through donation or option, conducting research and studies needed for each particular property through contracted services or other means. DJA will use the information gained and pair it with federal, state and local incentives to build a marketing package for each property. Properties will then be marketed to developers on a regional and national basis.

The proposed agreement will authorize the City to fund DJA in the amount of $50,000.00 annually. The term of this agreement shall be for twelve (12) months, from November 1, 2023 to October 31, 2024, and shall automatically renew for two (2) additional one (1) year terms, unless notification is given of the intent not to renew by either party in writing, no less than thirty (30) days prior to the date of automatic renewal.

FUNDING SOURCE
This funding is included in the adopted FY 2024 budget.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

"EXHIBIT A"

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

This Agreement is, made and entered into this _____ day of _____ 2023 ("the Effective Date"), by and between the City of Joplin, Missouri, a Missouri Municipal Corporation ("City"), and Main Street Joplin, a Missouri Nonprofit Corporation, d/b/a Downtown Joplin Alliance ("DJA"), with the City and DJA being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, DJA was created to assist the City in developing public-private partnerships to revitalize Downtown Joplin; and

WHEREAS, the City has determined that it is in the best interest of the City, and important to the promotion of the general economic welfare of the City, to engage DJA for the economic development services described herein.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals Incorporated. The above recitals are incorporated as if restated in full herein.

2. Term. The term of this Agreement shall be from November 1, 2023 to October 31, 2024, and shall automatically renew for up to two (2) additional terms of one (1) year on the same terms and conditions, unless terminated sooner or not renewed as described herein. City shall give its notice of intent to renew or not renew no later than November 1 of each year.

3. Scope of Services. DJA will provide the following services ("Services"):

A. Endangered Property Program ("EPP"). DJA shall create and operate a program designed to focus on historic properties within Downtown Joplin which are neglected, underutilized, and in poor condition. These services shall include obtaining properties either through donation or purchase, and conducting research and studies needed for each particular property through contracted services or other means. DJA will use the information gained and pair it with federal, state, and local incentives to build a marketing package for each property. Properties will then be marketed to developers on a regional and national basis.

B. Economic Development. DJA shall continue to strengthen the existing economic

assets of Downtown Joplin while diversifying its economic base, including recruiting new businesses, assisting with expansion of existing businesses, facilitating redevelopment, marketing available or underutilized commercial space, and strengthening the management capabilities and competitiveness of individual businesses. DJA tracks key statistics, including job growth and new businesses in Downtown Joplin. DJA serves as the key point of contact for interested parties looking to invest in Downtown Joplin. DJA shall continue to develop and update a consistent marketing and promotion program for Downtown Joplin that will bring the City's brand alive and elevate the image of downtown and the community. Marketing and promotion include producing quality marketing pieces, coordinating advertisements and organizing annual events/activities that attract visitors to Downtown Joplin. DJA shall continue to be a resource for developers and property owners interested in, historic preservation and renovation. DJA will assist City staff with the implementation and education of the City's Design Standards for Downtown Joplin.

4. Payment and Oversight.

A. Payment. City agrees to compensate DJA for the Services in the amount of $50,000.00 for FY 2024, and, if renewed as described herein, $50,000 for FY 2025 and $50,000 for FY 2026. All Payment for the Services is subject to annual appropriation by City as described herein. Payments shall be made monthly from City to DJA in the amount of $4,166.66.

B. City Review of DJA Budget. DJA shall submit a copy of its annual budget each year by March 1, meet regularly with the City Manager, and provide reports of activity, at least quarterly, to the City Manager.

C. City Representation on DJA Board of Directors. DJA's Board of Directors shall continue to be responsible for the oversight of DJA; however, for the term of this Agreement and any renewals thereof, City is granted two non-voting seats on the Board, consisting of a Council liaison and the City Manager or his designee.

5. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

6. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

7. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, DJA shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for DJA's reasonable attorney's fees and expenses.

8. 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.

9. Compliance with Laws. DJA shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

10. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

11. Entire Agreement. This Agreement (including any 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.

12. Ethics. DJA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for DJA, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for DJA, any fee, commission, gift, or contingent fee.

13. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

14. Indemnification. DJA hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be DJA, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

15. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. DJA is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. DJA is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

16. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by DJA in any activities or work under this Agreement shall be owned by City.

17. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and DJA at the addresses as follows:

City of Joplin	Main Street Joplin, d/b/a Downtown Joplin Alliance
ATTN: City Attorney	ATTN: Lori Haun
602 S. Main St.	931 E. 4th St.
Joplin, MO 64801	Joplin, MO 64801

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

19. No Political Activity. DJA shall not use and any of the funds received pursuant to this Agreement, or any personnel or material paid for with funds pursuant to this agreement, for political activity. The term "political activity" shall mean a communication made to any electorate in support of, or in opposition to, a ballot measure or candidate in any federal, state or local government election.

20. Participation. Each of the parties has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the party which drafted such language shall be applicable in connection with this Agreement.

21. Records and Audits. DJA shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement.

22. 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.

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

24. Termination. If, through any cause, DJA shall fail to fulfill in a timely and proper manner DJA's obligations under this contract, or if DJA shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to DJA of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the DJA shall, at the option of City, become its property. Notwithstanding the above, DJA shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by DJA.

25. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and DJA is associated with a business entity, DJA shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, DJA must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the 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 this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	MAIN STREET JOPLIN
_____	_____
Nick Edwards, City Manager	Lori Haun, Executive Director

ATTEST:

_____
Holly Nagy, City Clerk

COUNCIL BILL NO. 2023-527 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into a Funding Agreement with Downtown Joplin Alliance for the purpose of protecting, rehabilitating, and redeveloping endangered properties within downtown Joplin; and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Funding Agreement by and between the City of Joplin, Missouri and Downtown Joplin Alliance to assist with protecting, rehabilitating, and redeveloping endangered properties within downtown Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney