

**CITY OF JOPLIN
COUNCIL AGENDA ITEM**

ITEM:

Council Bill 2020-009 – (Funding Agreement between the City of Joplin and Downtown Joplin Alliance)

MEETING DATE:

October 19, 2020

REVIEWED BY:

Peter Edwards, City Attorney; Leslie Haase, Finance Director; Nick Edwards, City Manager.

SUMMARY:

The purpose of this Agreement is to partner with Downtown Joplin Alliance and leverage funding to protect, rehabilitate, and redevelop endangered properties within downtown. Downtown Joplin Alliance was awarded a \$100,000 Grant in February, 2020 by the 1772 Foundation based in Providence, Rhode Island. The purpose of the Historic Preservation Grant is to create a revolving fund which will be a tool to save and rehabilitate historic properties, which, in turn, creates affordable, sustainable housing, as well as creating an economic impact for our business and commercial districts.

Under the endangered property program, Main Street shall create and operate a program designed to focus on historic properties within the Joplin, Missouri downtown area which are neglected, underutilized, 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. Main Street will use the information gained and pair it with state, federal, 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 Downtown Joplin Alliance in the amount of \$40,000 annually. The term of this Agreement shall be for twelve (12) months, from November 1, 2020, to October 31, 2021, and shall automatically renew for two (2) additional one (1) year terms, unless notification is given of intent not to renew by either party in writing, no less than thirty (30) days, prior to the date of automatic renewal.

RECOMMENDATION:

Staff recommends this Council Bill be placed on First Reading.

ATTACHMENTS:

Council Bill 2020-009
Agreement (Exhibit "A")

NE:ab

**FUNDING AGREEMENT BETWEEN THE CITY OF JOPLIN
AND DOWNTOWN JOPLIN ALLIANCE**

This Agreement, made and entered into this ____ day of _____ 2020, is by and between Downtown Joplin Alliance, a Missouri nonprofit corporation ("Main Street"), and the City of Joplin, Missouri, a Missouri Municipal Corporation ("City").

WITNESSETH:

WHEREAS, Main Street was created to assist the City in developing a public-private effort to revitalize the City's Central Business District.

WHEREAS, Main Street has applied for and received a \$100,000.00 grant from the 1772 Foundation to create the Preservation Revolving Fund, which in general terms, will fund a program to preserve and market vacant or underutilized downtown buildings in Joplin, MO.

WHEREAS, the Revolving Fund will be used for "hard" costs such as Phase 1 environmental studies, title work, engineering assessment, architectural plans and sketches, economic feasibility studies or appraisals.

WHEREAS, Main Street seeks funding from the City in the amount of \$40,000.00 annually in order to pay for the administrative/personnel cost of the running the preservation program.

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City and downtown Joplin area, to compensate Main Street for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and Main Street agree as follows:

1. SCOPE OF SERVICES.

Main Street will provide the following services ("Services"):

A. Endangered Property Program ("EPP"). Main Street shall create and operate a program designed to focus on historic properties within the Joplin, Missouri downtown area which are neglected, underutilized, 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. Main Street will use the information gained and pair it with state, federal, 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 Enhancement. Main Street shall continue to strengthen the existing economic assets of the Downtown Core Area 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. Main Street tracks key statistics, including job growth and new businesses in the Downtown Core Area. Main Street serves as the key point of contact for interested parties looking to invest in the Downtown Core Area.

Main Street shall continue to develop and update a consistent marketing and promotion program for the Downtown Core Area that will bring the City's brand alive and elevate the image of Joplin's downtown and the community.. Marketing and promotion includes producing quality marketing pieces, coordinating advertisements and organizing annual events/activities that attract visitors to the Downtown Core Area. Main Street shall continue to be a resource for developers and property owners interested in, historic preservation and renovation.. Main Street will assist City staff with the implementation and education of the City's Historic Preservation Commission's Design Standards for the Sunshine Lamp District..

2. TERM AND TIME OF PERFORMANCE.

The term of this Agreement shall be for twelve (12) months, from November 1, 2020 to October 31, 2021, and shall automatically renew for two (2) additional one (1) year terms, unless notification is given of intent not to renew by either party in writing, no less than thirty (30) days, prior to the date of automatic renewal. In the event the City does not allocate or appropriate any money for this program in its annual budget, this Agreement shall automatically terminate. Annually, the City Manager and/or the City Council shall review the performance of Main Street and its administration of the Endangered Property Program. To facilitate the evaluation, Downtown Joplin Alliance shall submit a copy of its annual budget, meet regularly with the City Manager and his staff and provide detailed reports of all activity of the Program.

3. COMPENSATION AND METHOD OF PAYMENT.

The City hereby agrees to compensate Main Street for its administrative and personnel costs for delivering the services outlined in Section I of this Agreement in the not to exceed amount of Forty Thousand Dollars (\$40,000.00). All compensation for the Services is subject to annual appropriation by the City. With the adoption of the annual City budget, the compensation for each fiscal year provided for in the Agreement is subject to appropriation, or non-appropriation, at the time. The City will pay this amount in monthly payments in the amount of \$3,333.33, with the first payment being made on the November 1, 2020.

4. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW.

Upon the City providing Main Street with fifteen (15) day written notice sent by certified mail, Main Street shall permit an authorized representative of the City reasonable access to inspect and audit all records, financial records, information and data of Main Street related to this Agreement and Main Street's performance hereunder Main Street shall keep all records and data related to this Agreement for five (5) years after the termination of this Agreement.

5. SUBCONTRACTS.

Main Street and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the City.

6. REPRESENTATION ON BOARD.

Main Street's Board of Directors oversee the operation of Main Street, and the City will possess two non-voting positions on the Board consisting of a Council liaison and the City Manager or his designee.

7. NON-DISCRIMINATION PROVISIONS.

Main Street will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age.

8. COMPLIANCE WITH THE LAW.

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

9. CONFLICT OF INTEREST/POLITICAL ACTIVITY.

Main Street shall not use the compensation paid through this Agreement for political activities or legislative activities. For the purpose of this Agreement, the terms "political activities" and "legislative activities" shall have the meanings ascribed to them by the Internal Revenue Service.

10. INDEPENDENT CONTRACTOR.

This agreement does not create an employee/employer relationship between the parties.

It is the parties' intention that Main Street will be an independent contractor and not the City's employee for all purposes. Main Street shall retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder. Further, the City shall not have any ability to dictate the management of Main Street as a Missouri non-profit corporation, nor shall the City have any ownership interest in Main Street.

11. INDEMNIFICATION.

Main Street shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, negligent or intentional act of Main Street or its agents, employees, or subcontractors, arising out of or in any way connected with this Agreement or the work or operations expressly authorized herein. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom Main Street has contracted for additional services under the terms of the Agreement.

12. TERMINATION.

A. This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate this Agreement at any time, with or without cause, or for its convenience, by giving thirty (30) days written notice to Main Street. The City may terminate the Agreement immediately if funds are not appropriated for the Services described herein. The City shall have the right to terminate this Agreement in the event that Main Street is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection 'B' below. Upon termination, the City's obligations to make any payments to Main Street shall terminate on the date of termination

B. In the event of such default or violation by Main Street, the City shall send to Main Street by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. Main Street shall cure or remedy said violation or default within fifteen (15) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within fifteen (15) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. Main Street shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Main Street. Main Street's liability to the City for any damages arising out of this Agreement, shall be limited to the

amount of money received by Main Street through the date of default or date of termination of this Agreement, whichever is later.

13. NOTICE.

Any notice required by this contract is deemed sufficiently given when deposited in the United State Mail, if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified. Notice to the City shall be addressed to:

City Manager City of Joplin, Missouri
602 S Main Street
Joplin, Missouri 64801

Notice to Main Street shall be addressed to:

Executive Director
Downtown Joplin Alliance
931 E 4th St
Joplin MO 64801

14. AMENDMENTS.

This Agreement may only be amended by a signed written agreement between the parties that is ratified by each party's governing board.

15. SEVERABILITY.

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

16. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect.

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

CITY OF JOPLIN, MISSOURI, a
Missouri Municipal Corporation

DOWNTOWN JOPLIN ALLIANCE
A Missouri nonprofit corporation

Nicholas Edwards, City Manager

Jeff Neal, President

ATTEST:

ATTEST:

City Clerk

Chelsea Conley, Secretary

Approved as to Form

City Attorney

COUNCIL BILL NO. 2020-009

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 with 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 partner with Downtown Joplin Alliance and leverage funding to protect, rehabilitate, and redevelop endangered properties within downtown, a copy of said Agreement being attached hereto and incorporated herein 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 _____, 2020, by a vote of _____.

Ryan D. Stanley, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney