


RESOLUTION NO. 2019-12

A RESOLUTION OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT APPROVING AN AGREEMENT FOR THE CITY PARKS AND RECREATION DEPARTMENT TO PROVIDE DOWNTOWN HORTICULTURE SERVICES

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

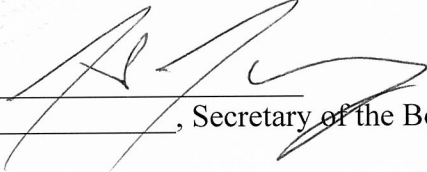
The Downtown Community Improvement District (the "District") hereby agrees to partner with the City Parks and Recreation Department pursuant to the attached proposal executed this date by the Board of Directors of the District in the form attached hereto as Exhibit A.

Passed this 14th day of August, 2018.


_____, Chairman of the Board of
Directors

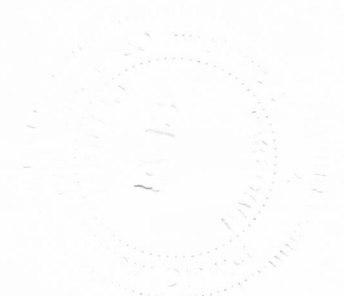
(SEAL)

Attest:


_____, Secretary of the Board of Directors

**EXHIBIT A
TO RESOLUTION NO. 2019-12**

City Horticulture Proposal



AGREEMENT FOR LANDSCAPING SERVICES

This Agreement (hereinafter “Agreement”) is entered into on the date of the last signatory noted below (hereinafter “Effective Date”) by and between the City of Columbia, Missouri, a municipal corporation (hereinafter “City”), and the Downtown Community Improvement District (hereinafter “Downtown CID”). City and Downtown CID are each individually referred to herein as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, The Downtown CID is a Missouri 501C(6) political subdivision established for the purposes to:

1. Form and govern the Downtown CID in accordance with the Act and the revised statutes of the State of Missouri;
2. Provide or cause to be provided, for the benefit of the Downtown CID, certain improvements and services;
3. Obtain financing for the costs, expenditures and undertakings of the Downtown CID;
4. To levy and collect the authorized funding mechanisms authorized by the Act in order to provide a source of repayment for Downtown CID obligations issued to finance the Downtown CID Projects;
5. To complete the tasks stated in the Petition; and
6. Such other purposes as are authorized by the Act.

WHEREAS, Downtown CID is in need of services related to the care and maintenance of landscaping and trees located in the downtown area; and

WHEREAS, City’s Parks and Recreation Department has experience maintaining landscaping and trees and the City is willing to provide services to the Downtown CID provided the Downtown CID pays a portion of the overall costs of the services to be provided.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. Term. The “Term” of this Agreement shall commence on the Effective Date and continue until one year following the Effective Date. Thereafter, this Agreement may be renewed for four (4) additional one year terms by the mutual agreement of the Parties.

2. Termination. With ten (10) days written notice, either Party may terminate this Agreement for convenience.
3. City's Responsibilities. City shall provide landscaping services set forth in the scope of services and map contained in Exhibit A.
4. Downtown CID's Responsibilities.
 - a. Downtown CID shall pay the City eight thousand dollars (\$8,000.00) per year for these services during the initial term. For each renewal term, the City will evaluate the total costs associated with the services during the City's annual budget process to determine if the fee paid by the Downtown CID is to be increased. In addition, the fee may be increased if the Downtown CID requests additional services and the City agrees to perform the additional services. Should the City determine that an increase in the fee to be paid by the Downtown CID is needed, City shall provide Downtown CID with thirty (30) days written notice. Any price increase shall be in the form of a written amendment signed by both Parties.
 - b. Downtown CID shall remit payment to the City in twelve (12) equal monthly installments with each payment due no later than the 10th of each month.
5. Nature of City's Obligations. All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.
6. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
7. No Third-Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
8. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
9. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United

States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

10. General Laws. The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
11. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
12. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:

City of Columbia
Parks and Recreation Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Mike Griggs, Director

If to Downtown CID:

11 South Tenth Street
Columbia, Missouri 65201
ATTN: Katie Essing, Executive Director

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

13. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Scope of Services and Map

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year written below to this Agreement.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

Downtown Community Improvement District

By: _____
Katie Essing, Executive Director

Date: _____

By: _____
Ben Wade, Board President

Date: _____

Scope of Services:
Care of City-managed landscape beds and street trees throughout the designated area (as shown on this map) including raised landscape beds, ground level landscape beds and street trees within road right-of-way. Maintenance to include watering, weeding, planting annuals and street tree replacement as needed.

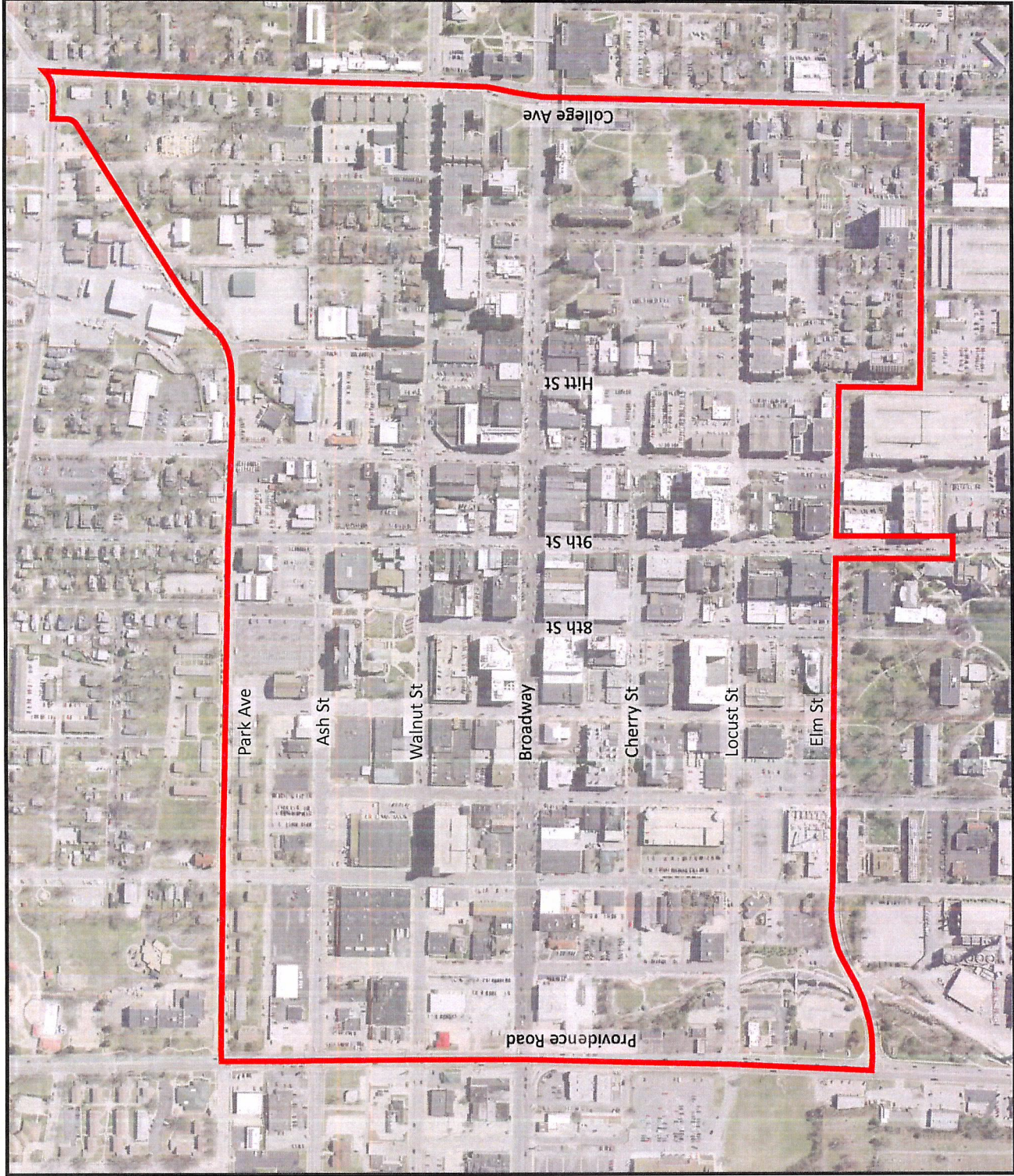


Exhibit A: Map of Parks and Recreation Maintenance Area for Landscape Areas and Street Trees

