

RESOLUTION #2019-04

A RESOLUTION FOR SENIOR PROGRAMMING EFFORTS OF THE CITY OF WILDWOOD FOR 2019. (Wards - All)

WHEREAS, several years ago, the City of Wildwood began a concerted effort to provide recreational activities and events for the full spectrum of its residents, from the youngest to the oldest; and

WHEREAS, many of the City's initial activities and events were targeted to families and outdoor enthusiasts, while senior programming was limited; and

WHEREAS, the Department of Planning and Parks began exploring opportunities in this regard and how senior programming might be funded to provide a vibrant and comprehensive approach to these future services; and

WHEREAS, through the efforts of the City Council, funding from the Community Development Block Grant (CDBG) Program was determined to be eligible for use, which allows the City of Wildwood to explore greater programming with outside resources; and

WHEREAS, these outside sources include the Wildwood Family YMCA and Wildwood Yoga (a local business); and

WHEREAS, these two (2) entities have provided proposals for their respective services, as part of the City's senior programming efforts, and such meets or exceeds the desired outcomes and, again, can be funded through the Community Development Block Grant (CDBG) Program; and

WHEREAS, these types of partnerships and the creative use of funding are consistent with the City's *Action Plan for Parks and Recreation*, which encourages this type of activities and opportunities; and

WHEREAS, the City of Wildwood is committed to providing its residents with the best available services, while always being good stewards of their tax dollars.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

Section One. The City Council of the City of Wildwood, Missouri hereby authorizes the Mayor of the City of Wildwood, Missouri to execute contracts with Wildwood Family YMCA and Wildwood Yoga to provide senior programming services consistent with the intended purposes set forth in the requirements associated with its funding source, which is from the Community Development Block Grant (CDBG) Program provided to the City of Wildwood by St. Louis County.

Section Two. The amount of these contracts shall not exceed a total of twenty thousand dollars (\$20,000.00 – Wildwood Family YMCA (\$10,000.00) and Wildwood Yoga (\$10,000.00)) and substantially comply with the terms and conditions, as set forth in the attached documents and associated attachments.

Section Three. This Resolution shall be in full force and effect after its passage by the City Council.

Passed and approved this _____ day of January 2019.

The Honorable James R. Bowlin, MAYOR

ATTEST:

Amanda Foster, City Clerk

City of Wildwood
CONSULTANT / SERVICES AGREEMENT

DEPARTMENT: Parks

DATE: November 30, 2018

THIS AGREEMENT, made and effective this 30th day of November, 2018, by and between the City of Wildwood, Missouri, a municipal corporation hereinafter referred to as "City", and Gateway Region Young Men's Christian Association d/b/a Wildwood Family YMCA, hereinafter referred to as "Consultant", with a business address of: 326 S. 21st Street, 4th Floor, St. Louis, MO 63103-1897.

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Consultant services which are particularly described in any attachments incorporated herein and additionally as follows:

Fifty (50) Senior Aquatic Fitness classes and Fifty-one (51) Senior Fitness Classes. The instructor of each class will be paid directly at \$100.00 per class. Additional details can be found in Attachment B.

The above services (hereinafter referred to as the "Work") shall be provided by the Consultant in accordance with all the provisions of this Agreement, including the General Conditions attached hereto as Attachment A, for the project which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, or any other documents submitted by Consultant.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the Work, and all expenses and costs related thereto:

a sum not to exceed ten thousand one hundred dollars (\$10,100.00), as set forth on an Attachment B attached hereto and incorporated herein.

B. Additional Compensation. Any cost not specifically allowed the Consultant pursuant to Paragraph A, Basic Compensation, shall be considered Additional Compensation and must first be authorized by a written Change Order approved by the City and Consultant. If City directs or authorizes additional services not included in this Agreement to be performed, the City and Consultant shall first agree by written Change Order as to how the Consultant is to be paid. Any

services provided in addition to the Work shall not entitle Consultant to additional compensation unless approved in advance and by written Change Order executed by the City and the Consultant.

III. TIME AND MANNER OF PAYMENTS

All invoices, complete with necessary support documentation, shall be submitted to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above. When appropriate due to the nature of the Work of the Agreement, progress payments may be authorized to be made based upon completion of quantifiable/identifiable phases of the Work. If authorized by the City, a schedule of progress payments based on phases of Work completed and in such corresponding amounts as determined to be appropriate shall be set forth in Attachment C attached hereto.

IV. SCHEDULE OF WORK

Time is of the essence. The Work to be performed under the Agreement shall be commenced on or before January 2, 2019, shall be completed on or before December 18, 2019, and shall be performed so as not to delay or hinder City's schedule for the project, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

Lynn Kelly

Consultant

By Lynn Kelly

Title Health & Wellness Director

[Signature]

City of Wildwood

By Ryan S. Thomas

Title City Admin.

ATTEST:
Amanda Test

DATE: 12-3-18

- ATTACHMENT A – Consultant/Services Agreement General Conditions
- ATTACHMENT B – Consultant Proposal
- ATTACHMENT C – Progress Payment Schedule (Optional)
- ATTACHMENT D – Consultant Liability Insurance Requirements