

**BILL NO. 58-17**

**ORDINANCE NO. 2364**

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN JORDAN'S PLACE AND THE CITY OF WARRENTON, MISSOURI**

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WARRENTON, MISSOURI, AS FOLLOWS:

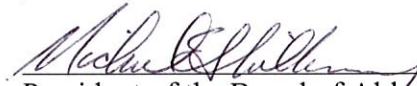
SECTION I. That the City of Warrenton, Missouri enter into an agreement with Jordan's Place, under the terms and conditions as set forth in the contract attached hereto and made a part of this Ordinance by reference.

SECTION II. That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract from July 1, 2017 thru June 30, 2018 and to do all things necessary to complete this transaction.

SECTION III. All ordinances or parts of ordinances in conflict with the Ordinance are hereby repealed.

SECTION IV. This Ordinance shall take effect and be in full force from and after the passage and approval thereof.

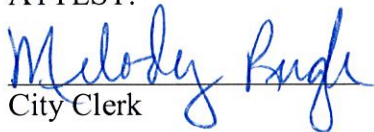
READ TWO TIMES AND PASSED by the Board of Alderman of the City of Warrenton, Missouri, this 15<sup>th</sup> day of August, 2017.

  
\_\_\_\_\_  
President of the Board of Aldermen

APPROVED BY THE MAYOR of the City of Warrenton, Missouri, this 15<sup>th</sup> day of August, 2017.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

## SERVICE AGREEMENT

This Service Agreement (the "Agreement") is hereby entered between the City of Warrenton, Missouri, a municipal subdivision of the fourth class organized under the laws of the State of Missouri, (the "City") and Jordan's Place, a Missouri not-for-profit corporation, this 1<sup>st</sup> day of August, 2017.

WHEREAS, illegal drug use among teenagers in Warrenton is at record highs and has resulted in overdose deaths of Warrenton's youth; and,

WHEREAS, the Board of Aldermen and Mayor of the City of Warrenton, Missouri believe that Jordan's Place provides a safe haven and positive alternative for teens in Warrenton that is in the best interest of the public health and welfare of the citizens of Warrenton.

The City and Jordan's Place agree as follows:

1. Jordan's Place will provide direct services to teens and other youth in need and their families. These direct services will be available to any teens residing in the City of Warrenton at no cost.
2. Jordan's Place will provide all the direct services set forth in exhibit "A" which is attached hereto and incorporated herein by reference (the "Services").
3. For said Services the City will pay Jordan's Place up to \$20,000.00 to be used solely for Jordan's Place rent and utilities. The City will make all payments directly to Jordan's Place vendors.
4. Jordan's Place shall be an independent contractor of the City and shall maintain insurance as directed by the City's Director of Operations. Proof of liability and premises insurance, with limits and exclusions as determined in the City's sole and absolute discretion, shall be provided prior to any payment. The City's standard terms and conditions as set forth in exhibit "B" which is attached hereto and incorporated herein by reference shall apply and control over any term of this Agreement to the contrary.
5. Jordan's Place shall provide an annual audit, as directed by the City's Finance Director and in substantially the same format and scope to the audit required by other non-profit service provider receiving City funds, prior to May 1, 2018.
6. Jordan's Place shall cooperate with all audits, investigations or requests for documents as requested or directed by the City, the City Police Department and the City's attorneys and agents. Said audits, investigations or requests shall be acknowledged and acted upon within 24 hours of receiving a request. Jordan's Place

shall be given a reasonable time to provide all necessary documents, records or personnel to comply with the audit, investigation or request.

7. The term of this Agreement shall begin on July 1, 2017 and terminate on June 30, 2018.

IN WITNESS WHEREOF, the City and Jordan's hereto have executed this Agreement this 1st day of August, 2018.

City of Warrenton, Missouri

By *E.W. Schleuter*  
Mayor

Attest:

*Melody Leigh*  
City Clerk

Jordan's Place

By *Heidi Clodfelter*  
Co Vice President

By *Chris J. Putnam*  
Co Vice President

Attest:  
*Ann Rogers*  
Secretary



## What Does Jordan's Place Offer Our Local Youth?

Serving Youth ages 6<sup>th</sup> Grade up to 18 years of age

Hours of Operation:

**Sunday:** 1pm – 5pm

**Monday:** Closed

*(All Ages Welcome on Sundays only)*

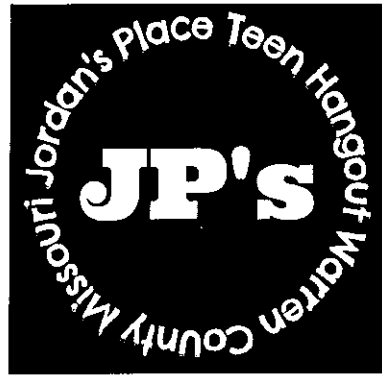
**Tuesday – Thursday:** 3pm – 8pm

**Friday & Saturday:** 3pm – 9pm

- **TUTORING & HOMEWORK ASSISTANCE** – We have volunteers at our center on specified days each week helping students after school.
- **WIFI ACCESS** – free to the kids. They can bring up their devices to play games, listen to music, work on school projects on laptops. Even when the center is closed, you will see youth sitting out front using it.
- **GAMES & FRIENDSHIP** – JP'S offers a variety of games. From gaming machines to board games, we offer a safe place for kids to let loose, learn new things, develop friendships in a safe and nurturing environment.
- **OUTINGS & SUMMER ACTIVITIES** – We conduct movie nights, dance socials, and age appropriate weekend activities to keep the kids active during summer break.
- **DRIVING KIDS TO WEEKLY CHURCH YOUTH GROUPS** – Many of our youth enjoy going to the church youth groups in our community, however, have issues getting there so we offer transportation on Wednesday evenings.
- **SAFE PLACE** – Again... The kids and their safety is our priority. Each volunteer is background checked. We have sign in sheets as they walk in and they are asked to sign out as they leave.
- **MENTORS & LISTENERS** – Our volunteers are here for a reason. To listen and challenge these kids. Some kids may not confide in their parent but they may with one of our staff. We want to hear what they have to say, we want to encourage them in any way we can to be a great person, keep them away from bad influences and give them leadership skills providing an environment of positive daily living.

- **YOUTH PANEL-** JP's is in the process of starting up a Youth Board with officers. We want to EMPOWER our Youth and HEAR WHAT THEY HAVE TO SAY! This is just another way we can give our community youth a voice. The Youth Board shall choose different activities, help with volunteering for our neighbors, invite other youth to enjoy the services, and learn leadership and compassion. There will be guidelines and responsibilities that need to be met and followed. JP's will offer a scholarship to the ones who fulfill their junior board obligations.
- **ASSISTANCE WITH FOOD, CLOTHING & SPECIAL OCCASIONS SUCH AS PROM-**  
**JP's Kitchen.** Jordan's Place has partnered with Sunrise Church (locations in Wright City and O'Fallon) and they are filling us up with food donations right here in the Center! Families and even our youth can shop and take home food as needed for FREE!  
**JP's Boutique.** We offer new and gently used clothing for teens along with hygiene items, and items for special occasions such as school dances and socials all FREE of charge.
- **SOCIALS/DANCES** - Pizza, Dj's, music and lights. We try to host these every few months and once a month in summer. Another outlet of safe fun.
- **ONE SUNDAY A MONTH FAMILY STYLE DINNERS** – our generous volunteers put together a dinner the second Sunday of every month. On Sunday, the center is open for all ages and families. This is free of charge and the best part is the kids help prepare and serve the meal.
- **RESUME BUILDING, JOB SEEKING, MOCK INTERVIEWS** – we help prepare them with life skills. Job seeking and rides to interviews.
- **COMMUNITY SERVICE WORK** – GETTING THE KIDS INVOLVED IN THEIR COMMUNITY & WHAT IT MEANS TO WORK HARD & GIVE BACK. Our youth volunteer at the center and in the community. Youth have participated in volunteering at the Warren County Fair, trash clean up through our adopt-a-highway stretch on Main St, Car Wash for School Supplies Drive as well as other community services such as cleaning up the street after the Fair parade. We will continue to seek community volunteer projects in which the youth can participate. Once the Junior Board is in place, this will be one of their tasks to facilitate.
- **HOST CLASSES SO THEY CAN LEARN NEW THINGS-** paint parties, indoor camping and make overs for our girls, camping outings for the boys.

*This is not a complete listing of everything Jordan's Place offers!*



PLEASE HELP US CONTINUE TO OFFER THE YOUTH IN WARREN COUNTY AN OUTLET TO DO AND LEARN AMAZING THINGS! WE HAVE MADE GREAT STRIDES IN THE LAST 2 YEARS MENTORING KIDS 11yrs-18yrs WITH GOALS TO BRING IN MORE WORKSHOPS, TRAININGS, MENTORING, TEEN BOARD, AND EVEN SCHOLARSHIPS TO HIGH SCHOOL SENIORS! WE ARE UPGRADING OUR CURRENT GAMES & EQUIPMENT AND PROVIDING NEW ELECTRONICS AND COMPUTERS FOR OUR KIDS.

*JUST SOME OF WHAT WE OFFER...*

- ✓ TUTORING & HOMEWORK ASSISTANCE
- ✓ WIFI ACCESS
- ✓ GAMES & FRIENDSHIP
- ✓ OUTINGS & SUMMER ACTIVITIES
- ✓ DRIVING KIDS TO CHURCH OUTINGS OF THEIR PREFERENCE, EVEN WEEKLY YOUTH GROUPS
- ✓ SAFE PLACE
- ✓ MENTORS & LISTENERS
- ✓ YOUTH PANEL- WE WANT TO HEAR WHAT THEY HAVE TO SAY!
- ✓ ASSISTANCE WITH FOOD, CLOTHING & SPECIAL OCCASIONS SUCH AS PROM
- ✓ DANCES
- ✓ ONE SUNDAY A MONTH FAMILY STYLE DINNERS.
- ✓ RESUME BUILDING, JOB SEEKING, MOCK INTERVIEWS
- ✓ TEACHING SKILLS FOR THEIR FUTURE
- ✓ COMMUNITY SERVICE WORK – GETTING THE KIDS INVOLVED IN THEIR COMMUNITY & WHAT IT MEANS TO WORK HARD & GIVE BACK
- ✓ HOST CLASSES SO THEY CAN LEARN NEW THINGS
- ✓ SCHOLARSHIPS
- ✓ SCHOOL SUPPLIES
- ✓ FREE COMMUNITY ACCESS FOR PROGRAMS SUCH AS WARREN COUNTY HANDICAP SERVICES DAY PROGRAM, SCHOOL SPORTS TEAM LUNCHESES/DINNERS, SCHOOL CLUBS AND OTHER ORGANIZATIONS GATHERINGS/MEETINGS

**CITY OF WARRENTON  
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT  
GENERAL CONDITIONS**

**Independent Service provider.** The Service provider shall be and operate as an independent Service provider in the performance of this Contract. The Service provider shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Service provider shall be employees of said Service provider and not employees of the City in any respect.

**Compliance with Laws.** The Service provider shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract.

**Subcontracts.** The Service provider shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Service provider.

**Indemnification.** To the fullest extent permitted by law, the Service provider agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from service provider's breach of the Contract or out of services and operations negligently performed hereunder by the Service provider, including the City's reliance on or use of the services or products provided by the Service provider under the terms of this agreement. The Service provider shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Service provider agrees that this indemnification requires Service provider to obtain insurance in amounts specified herein and that Service provider has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

**Insurance.** Service provider shall furnish the City the certificates of insurance for property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on Exhibit A, but unless otherwise provided shall be no less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. The City and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Service provider's work, as determined by the City, shall be named as additional insured.

The City and Service provider waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

**Nondisclosure.** The Service provider agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract.

**Changes.** No change in this Contract shall be made except in writing prior to the change in work or terms being performed. The Service provider shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the City. Service provider, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Service provider shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Service provider, upon written notice from the City, to immediately proceed with such alteration or change, and Service provider shall be compensated the reasonable value of such Work. **No work or change shall be undertaken or compensated for without prior written authorization from the City.**

**Termination.** The City shall have the right to terminate the Contract at any time for any reason by giving the Service provider written notice to such effect. The City shall not be liable to the Service provider for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

**Multi-year contracts; Non-appropriation.** Notwithstanding any provision herein to the contrary, the 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 the City's then current fiscal year at the discretion of the 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 the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

**Accounting.** During the period of this Contract, the Service provider shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Service provider.

**Other Service providers.** The City reserves the right to employ other service providers in connection with the Work.

**Request for Proposals.** If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Service provider in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Service provider/Services Contract or proposal of the Service provider, the requirements of the City's Request for Proposal and this executed Service provider/Professional Services Contract shall control and supercede unless a change thereto is specifically stated in this Contract (including Exhibit A "Scope of Work").



**Project Records and Work Product.** The Service provider shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Service provider created in performance of or relating to this Contract. Service provider agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

**Site Operations.** Where appropriate, the City will arrange for right of entry to any property at the request of the Service provider for the purpose of performing studies, tests and evaluations in connection with the Work.

**Personnel.** The Work shall be performed exclusively by the personnel of the Service provider identified in the Service provider's proposal and no other personnel of the Service provider shall perform any of the Work without the express written approval of the City.

**Representations.** Service provider agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

**Right to Recover Attorney's Fees and Costs.** Service provider undertakes and agrees that if Service provider breaches or threatens to breach any provision of this Contract (including Exhibit A "Scope of Work"), Service provider shall be liable for any attorney's fees and costs incurred by City in enforcing its rights under this Contract, whether or not a lawsuit is filed in connection with such efforts to enforce City's rights under this Contract, including, but not limited to, any of the covenants set forth in this Contract.

**Other Special Provisions.** The special provisions set forth on Exhibit A are incorporated herein by reference, and made a part hereof.