RESOLUTION # 239

A RESOLUTION TO EXTEND THE CONTRACT WITH CHESTERFIELD COMMUNITY DEVELOPMENT CORPORATION FOR PROFESSIONAL SERVICES

WHEREAS, the City has entered into a contract with Chesterfield Community Development Corporation pursuant to Ordinance #847 of the City of Chesterfield, and,

WHEREAS, City Council has determined that it is still in the best interests of the City that the professional services rendered should continue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

1. That the City of Chesterfield hereby agrees to the extension of the Professional Service contract pursuant to the terms of Ord. #847 for an additional six (6) months per the contract of Chesterfield Community Development, dated NOVEMBER 1, 1998.

2. This Resolution shall be in full force and effect from and after its passage and approval.

Passed and approved the 9TH day of SEPTEMBER, 1998.

Nancy Greenwald
Mayor

ATTEST: Martha L. DeMay
City Clerk

CONTRACT FOR SERVICES

This contract dated 1 NOVEMBER 1998 is made between the Chesterfield Community Development Corporation ("CCDC") and Lee McKinney of McKinney Associates, 1323 Bentley Place, Chesterfield, Missouri 63005 ("Lee McKinney").

1. Contract For Service

The CCDC hereby retains the services of Lee McKinney to provide professional services toward the reconstruction and recertification of the 100-Year Levee, construction of a 500-Year Levee, and planning for a valleywide surface water management system, all in Chesterfield Valley, Chesterfield, Missouri.

2. Relationship of the Parties

The parties intend that an independent contractor relationship will be created by this Contract for Services. The CCDC is interested only in the results achieved by this Contract for Services and the conduct and control of the work will lie solely with Lee McKinney. Lee McKinney is not to be considered an agent or employee of the CCDC for any purpose and Lee McKinney is not entitled to any of the benefits provided by the CCDC to its employees, including but not limited to workers compensation or unemployment insurance.

It is understood that Lee McKinney may contract to provide professional services to others while under contract with the CCDC, including professional services related to Chesterfield Valley, Chesterfield, Missouri, provided that these other professional services in no way conflict with the objectives set forth in 3.A., Duties, of this contract.

Additionally, during the term of this contract, Lee McKinney shall not provide professional services to any other private or public entity which may reasonably expect to utilize said professional services to support efforts in contravention of the objectives set forth in 3.A., Duties, of this contract.

3. Duties

Lee McKinney will, unless he provides the CCDC prior notice to the contrary:

A. Coordinate and work with those activities of the CCDC, the City of Chesterfield and its agents, the Chesterfield Valley 2000 Coalition, St. Louis County, the State of Missouri, southwestern Illinois and eastern Missouri areas impacted by the 1993 floods, the Army Corps of Engineers, and the Federal Emergency Management Agency to accomplish progress in a timely manner towards:

1. Full 100-Year recertification* of the Monarch-Chesterfield Levee from the Federal Emergency Management Agency (*note: to include the Federal Emergency Management Agency's direction to remap Chesterfield Valley as based on Booker Engineering's June 1996 internal drainage report and subsequent drainage improvements, including the storm water pump stations installed in late 1997).

2. Provisions of a valleywide surface water management system and a 500-Year Levee in Chesterfield Valley through either Congressional authorization, other public funding sources, and/or private investment (including potential review and assessment of flood protection, levee alignment, wetland, permit application, financing, and environmental assessment issues).

B. Provide six monthly reports to the CCDC on Lee McKinney's activities to achieve positive results on 3.A., above.

C. Provide a final and comprehensive summary report to the CCDC of Lee McKinney's efforts, and recommendations for future actions, on 3.A., above.

D. Attend, as requested, regular CCDC Board and Chesterfield City Council meetings to update the CCDC Board and Chesterfield City Council, respectively, on progress toward 3.A., above.

4. Compensation

Lee McKinney will invoice the CCDC the first of each month for the prior months services and reports described above in Duties at a rate of $3,500 per month (anticipated six months, per Term of Contract for Services, below. Each invoice will contain corresponding reporting as set forth in 3.B. and 3.C., Duties, above. Payment is due Lee McKinney from the CCDC net thirty days following invoice receipt - and under all circumstances, only upon the CCDC receiving $3,500 towards each invoice from the City of Chesterfield per the CCDC's corresponding contractual agreement with the City of Chesterfield.

5. Expenses

The CCDC will not reimburse Lee McKinney for any or all expenses incurred by Lee McKinney or McKinney Associates in connection with the performance of his responsibilities described above in Duties.

6. Term of Contract for Services

The term of Contract for Services shall begin on 1 NOVEMBER 1998 and extend to 30 APRIL 1999 unless this Contract for Services is terminated by either party or modified as herein provided.

7. Termination of Contract for Services

This Contract for Services may be terminated at will by either party by the giving of thirty days written notice to the other party.

8. Contract for Services Modification

This Contract for Services may not be modified or terminated orally. No modification, termination or attempt to waiver shall be valid unless in writing signed by the parties against whom the same is sought to be enforced.

9. Liability

The CCDC assumes no personal or professional liability from or of Lee McKinney or McKinney Associates performing the terms of this Contract for Services.

10. Severability and Governing Law

If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other cause or provision which shall remain in full force and effect. This Contract for Services shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the undersigned

CHESTERFIELD COMMUNITY
DEVELOPMENT CORPORATION

By: _____
President

ATTEST:

_____

_____
Lee McKinney
McKinney Associates

WITNESS:

_____