

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of June, 2021, by and between Main Street Waterloo, whose address for the purposes of this agreement shall be 212 East 4th Street, Waterloo, Iowa 50703 (referred to as the "Client"), and the City of Waterloo (referred to as the "City").

WHEREAS, City desires to engage the services of Client to furnish technical and professional assistance in connection with the redevelopment of downtown Waterloo and including, but not limited to, implementing the "Downtown Urban Renewal Plan"; and the Client has indicated its willingness to provide such technical and professional services to the City.

NOW, THEREFORE, the parties mutually agree as follows:

A. Scope of Client Services

The Client agrees to perform in a good professional manner the "services outlined in Attachment "A"; a copy of which is attached and made a part of this Agreement.

B. Materials to be Provided by the City

In the event that any information, data, reports, records and maps exist, are available to the City, and may be useful for Client's carrying out the services of the Agreement, these materials shall be promptly furnished to the Client without its cost or expense.

C. Meetings and Reports

Upon reasonable notice, the client agrees to attend a reasonable number of meetings with the City of Waterloo, and staff during the life of the Agreement. In addition, the Client will produce reports, studies and memorandums in connection with carrying out the services outlined in the Agreement with the City.

D. Subcontractors

Client may elect to use subcontractors to perform certain portions of the services. Client shall remain responsible for all services.

E. Changes

Any changes in this Agreement, including Scope of client Services and any modification of the amount of compensation, shall be first mutually agreed upon by City and Client and incorporated into a written amendment.

F. Compensation and Payment Method

For services to be rendered under this Agreement, the City shall pay Client's fee of \$60,000 during the City's Fiscal year 2021, which commences July 1, 2021 and runs through June 30, 2022. Payments shall be made on or by July 31 in the amount of \$30,000 and by Jan 31 in the amount of \$30,000 of the respective year(s) in which said payment is due upon presentation of an invoice by client.

G. Time of Performance and Delays beyond Client's Control

The services of the Client shall begin upon receipt of an executed copy of this Agreement, and shall, except for causes beyond Client's control, be completed in a timely manner. The completion of services by client shall be contingent, among other things, upon the timely receipt from the City, data and reports described in Paragraph B above. Further, the Client shall not be in default by reason of any failure in terms, if such failure arises out of reasonable causes beyond the control and without the fault or, negligence of the Client. Such causes may include, but are not limited to, acts of government in its sovereign capacity, fires, floods, epidemics, strikes and unusually severe weather. This agreement shall begin upon receipt of an executed copy of this Agreement, and shall terminate June 30, 2022.

H. Non-discrimination

Client agrees not to discriminate by reason of age, race, religion, color, sex, natural origin, or handicap unrelated to the duties of a position of applicants for employment or employees as to terms of employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities.

I. Extra Work

If requested and authorized in writing by the City and approved by Client, Client will be available to furnish or obtain from others extra work and be compensated for said work beyond the lump sum amount fixed in Paragraph F above. Extra work can be work of the following type:


1. Extra Work, including, but not limited to changes in size, complexity, or character of the work items.

IN WITNESS WHEREOF, Client and City have executed and delivered this Agreement all on the date first above written.


CLIENT
MAIN STREET WATERLOO

CITY
CITY OF WATERLOO

By: 
President

By: Quentin Hart 
Quentin Hart, Mayor

Witness: Megan Krotte

Witness: Kelley Felchle 

Date: 6.30.21

Date: 7/1/2021

2. Additional or extended services including study administration due to:
 - a) the prolongation of the Agreement time through no fault of Client
 - b) the acceleration of work schedule involving services beyond normal working hours; or
 - c) nondelivery of any materials, data or other information to be furnished by the City or others not within the control of Client
3. Other additional services requested and authorized by the City which are not otherwise provided for under this Agreement. The fee for any extra work shall be mutually determined by the City and the client and incorporated in written signed amendment to the Agreement, approved by Main Street and the Waterloo City Council.

J. Notices

All notices, communication and/or demands given pursuant hereto shall be in writing and shall be deemed sufficient if sent by certified mail, return receipt requested, addressed as set forth in the first paragraph hereto. The date of mailing shall be deemed the date of service. Either party may change the address for notice by the aforesaid procedure.

K. Entire Agreement

This agreement and the matter expressly referred to herein constitute the entire Agreement between the parties. No representations, warranties, undertakings or promises have been made by either, party hereto unless expressly stated herein. All amendments hereto, if any, shall be in writing and executed by the parties.

ATTACHMENT "A"

Scope of Client Services

- A. Implement the Main Street Waterloo Program using the Four Point approach.
- B. Participate in events in the Downtown area. Attend quarterly meetings with Planning Staff and provide an annual report of those events to the City Council including attendance and the economic impact of those events to the City.
- C. Make a minimum of 100 business contacts during the period of this contract. These contacts may include property owners, developers, or business owners etc. Provide a report of these contacts on the quarterly report to the City.
- D. Participate in 12 development projects during this contract period. This may include rehabilitation, new construction, or major façade improvements etc. (sign replacements are excluded). Provide a report of these projects on the quarterly report to the City.
- E. Track the capital investment made in the downtown each year. Provide a calculation on the increased taxable value and the number of new businesses and employees added or lost each year. Provide a report of this information on the quarterly report to the City.
- F. Devise and implement a retail and commercial marketing program in conjunction with existing and proposed downtown property owners and developers. Provide an annual report of this activity to the City.
- G. Coordinate the efforts of numerous Government agencies and Government programs downtown. Provide an annual report of this activity to the City.
- H. Develop a program of economic restructuring including the conversion of upper floors for housing and offices. Provide an annual report of this activity to the City.
- I. Advise and assist with the Downtown Waterloo Riverfront Urban Renewal and Redevelopment Plan. Provide an annual report of this activity to the City.
- J. Advise, assist, and implement if appropriate, project coordination, information gathering, and sharing of information for emergency funding revenue, programs, etc., associated with State IEDA, Federal disaster funds, or similar funding sources.