

CONTRACT

THIS CONTRACT is made and entered into this 1st day of August, 2024, by and between the *CITY OF JACKSON, MISSOURI*, a municipal corporation, (the "City") and HR SOLUTIONS ON-CALL, LLC (the "Company"), WITNESSETH:

WHEREAS, the City has determined that it is in need of human resource consulting services; and,

WHEREAS, the Company submitted appropriate qualifications for the provision of such services; and,

WHEREAS, the City has agreed to accept Company's qualifications.

NOW, THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, each party hereby agrees as follows:

SECTION A – Scope

1. DESCRIPTION OF WORK: The Company hereby acknowledges that it shall survey between five and ten cities of comparable size to the City for salary and benefits; aggregate the data concisely; and Dr. Steve Cohen will present the data in person at the City to answer questions.

SECTION B – Authorization of Services

1. Required services are denoted above in the Description of Work.
2. Specific assignments for recommended additional services require the Company to submit a “task order” to the City containing a written scope of work and cost estimate schedule. A written notice to proceed from the City must be obtained by the Company prior to commencing with any recommended additional services.

SECTION C – Compensation for Company’s Services

1. The City shall pay the Company a total of \$7,455.60 for the services described and the expenses for presenting the data and answering questions in person at the City. The City will pay to the Company \$3,727.80 to begin the services and \$3,727.80 at the conclusion of the services.
2. Invoices for task orders approved in writing by the City are to be submitted on a monthly basis. Invoices should include the project name and a brief description of the services provided during the billing period. Separate invoices should be submitted per specific assignment. All invoices are to be sent to the attention of the Director of Public Works.

SECTION D – Miscellaneous Provisions

1. No portion of the work covered by this Agreement, except as provided herein, shall be sublet or transferred without written consent and approval of the Director of Human Resources. The subletting of the work shall in no way relieve the Company

of primary responsibility for the quality and performance of the work. The Company will give personal attention to the faithful completion of the work and will keep all aspects of the work under Company's control.

2. Subcontracting shall not, under any circumstances, relieve the Company of liability or of any obligations under this Contract. The Company shall at all times have a supervising representative other than the subcontractor at a work site.
3. Work performed under this Contract must be satisfactory to the City. The City shall have the final say in determining such questions. Unsatisfactory work shall be sufficient justification for immediate termination of this Contract.
4. The Company shall provide proof of insurance, including public liability and property damage insurance and worker's compensation insurance for all employees employed on City projects. Proof of such insurance shall be provided annually each year this Contract is in effect, beginning August 1, 2024. Certificates of insurance must be in a form and amount acceptable to the City. Company shall provide the City ten days written notice prior to canceling insurance coverage. The City shall have absolute discretion as to the sufficiency of Company's insurance.
5. The Company must furnish proof of public liability, property damage, and workmen's compensation insurance. Minimum amounts for public liability and property damage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. Insufficient or lapsed insurance coverage at any time will be good cause for termination of this agreement. All coverage shall be on an "occurrence" basis and not "claims made." An endorsement on the required form supplied by the Company

naming the City as an additional insured shall also be required. No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

6. The Company shall indemnify and save harmless the City, its officers, agents, employees, and servants against all loss, damage, or expenses that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any work under the Contract.
7. The Company shall comply with all federal, state and municipal laws, regulations and ordinances, including, but not limited to, environmental and labor statutes and regulations.
8. The Company agrees that during the life of this Contract it will not discriminate against any employee, applicant for employment or subcontractor because of race, religion and national origin. A similar nondiscrimination provision will be included in all subcontracts entered into in the performance of this Contract. Violation of this provision shall be good cause for the City to terminate this Contract, and any payment due or subsequently accruing to the Company under this Contract may be subject for forfeiture in the event of violation of this paragraph.
9. This Contract shall bind the parties hereto, their successors and assigns.

10. This Contract and attached exhibits constitute the entire Contract between the parties and supersedes any prior representations, offers, negotiations or understandings between the parties with respect to the subject matter of this Contract.
11. This Contract shall be deemed to have been fully executed and made by the parties herein and governed by the internal laws of the State of Missouri for all purposes and intents. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Contract, or regarding its alleged breach, shall be instituted in the Circuit Court of Cape Girardeau County, Missouri.
12. The Company hereby certifies that the information provided to the City and in any attachments listed herein is true and correct to the best of the Company's knowledge and agrees to have any of the statements checked by the City unless the Company has indicated to the contrary. The Company authorizes the references listed to provide the City any and all information concerning the Company's previous employment and any pertinent information that they may have. Further, the Company releases all parties and persons from any and all liability for any damages that may result from furnishing such information to the City as well as from the use or disclosure of such information by the City or any of its agents, employees or representatives. The Company understands that any misrepresentation, falsification or material omission of information may result in the Company's failure to be awarded a contract or termination of contract.

[Signatures on following page]

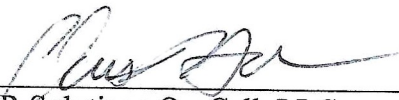
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
the day and year first above written.

CITY OF JACKSON, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk



HR Solutions On-Call, LLC,
Title: Principal