



## **CONTRACT FOR SERVICES**

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the *Semo REDI, a Missouri corporation*, and the *CITY OF JACKSON, MISSOURI, a municipal corporation*, (“Founder”), **WITNESSETH:**

**WHEREAS**, Founder is one of a group of Founders which has established Semo REDI to provide services to Founder; and

**WHEREAS**, Semo REDI had been constituted a general not-for-profit corporation in the State of Missouri, whose corporate purpose is to actively solicit business, industry, and commerce for the greater Cape Girardeau, Missouri, area; and

**WHEREAS**, Founder is to receive the direct and indirect benefit of the activities and efforts of Semo REDI.

**NOW, THEREFORE**, the parties agree as follows:

1. **TERM:** The term of this contract shall be for one year beginning January 1, 2023, and ending December 31, 2023. The Founder may at its sole option extend the term of this contract for an additional one year beginning January 1, 2024, and ending December 31, 2024. Thereafter, the parties may extend this contract for additional terms beginning on January 1 of each year and ending December 31 of each year.

2. **PAYMENT:** The City shall pay Semo REDI \$26,791.00 for the year 2023 in four equal quarterly installments payable January 1, April 1, July 1, and October 1. Semo REDI shall set the amount to be charged for the upcoming year before December 31. The Founder shall have the option to re-negotiate the contract between the parties if the Founder objects to the amount set to be charged. Each year during the term of this contract payments shall be made to

Semo REDI in four equal quarterly installments payable January 1, April 1, July 1, and October 1.

3. **SERVICES:** SEMO REDI will provide to Founder the direct and indirect benefit of Semo REDI carrying out the stated corporate purposes of Semo REDI, which are to solicit and recruit business and commerce to the Cape Girardeau, Missouri, area through establishing an office and hiring personnel to pursue industrial recruitment on a fulltime basis as directed by the member of the Board of Directors of Semo REDI made up of individuals elected and appointed by the Founders of Semo REDI.

4. **FOUNDER REPRESENTATION:** Founder shall have the right to select one of Semo REDI's seven-member Board of Directors, which director shall serve a term to be determined in accordance with the bylaws of Semo REDI so long as Founder extends the terms of this contract. In the event the terms of this contract are not extended, then Founder shall forfeit its right to select a member of the Board of Directors.

5. **YEARLY REPORT:** Semo REDI will report yearly to Founder on its recruitment and promotional activities and its financial transactions, including details of receipts and expenditures. In addition, the director shall report yearly to the Board of Aldermen of the Founder concerning business recruitment and development activities relating directly or indirectly to the Founder.

6. **AREA PROMOTED:** Semo REDI will promote the aggregate geographic area represented by all Founders and shall not promote any activity outside said geographic area without the express unanimous consent of the directors of Semo REDI. The aggregate geographic area represented by Founders is that area within the boundary of Cape Girardeau County, Missouri, and within the cities of Cape Girardeau, Jackson, and Scott City, Missouri.

7. **BOOKS AND RECORDS:** All books and records of Semo REDI prepared and maintained in the course of its operation shall be the property of Semo REDI and, except for the yearly reporting above provided for, the information contained therein shall be available to Founder and only through Founder's duly elected or appointed representative(s) to the Board of Directors of Semo REDI.

8. **NON-AGENCY:** Nothing contained herein shall be construed as an agency agreement. Semo REDI's only relationship with Founder is to provide the services set out herein and it has no authority to, and will not represent itself to have authority to, act on behalf of Founder in any manner except as provided herein.

9. **PUBLIC LIABILITY INSURANCE:** Semo REDI agrees to maintain at all times during the term of this contract comprehensive public liability insurance in a responsible insurance company, licensed to do business in the State of Missouri, properly protecting and indemnifying Founder in an amount of not less than the insurance requirements stated below:

- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
- Comprehensive Business Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used with a combined single limit of \$1,000,000 minimum.
- Worker's Compensation Insurance within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
- Additional Insured Endorsement naming the City of Jackson as a named additional insured.

10. **TERMINATION:** Founder shall have the right not to renew this contract for any calendar year of the contract (after the first calendar year). Founder shall act on renewal of this contract before December 31 of each year and shall provide Semo REDI with notice of its renewal or nonrenewal on or before December 31 of each year.

11. **INDEMNITY:** To the fullest extent permitted by law, Semo REDI agrees to indemnify, defend and hold harmless the City of Jackson, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to the services provided by Semo REDI under this contract involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses, or expenses are caused by the negligence or other wrongdoing of Semo REDI its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by the Semo REDI or anyone for who acts the Semo REDI may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

12. **DEFENSES:** No provision of this contract shall constitute a waiver of the City of Jackson's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

13. **LAW AND VENUE:** This contract shall be governed by the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

14. **ASSIGNS AND SUCCESSORS:** The terms, covenants, and conditions of this contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this contract.

15. **ENTIRE CONTRACT:** This contract constitutes 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.

**IN WITNESS WHEREOF**, the parties have duly executed this contract the day and year first above written.

Semo REDI

By: \_\_\_\_\_  
Chairman of the Board of Directors

ATTEST:

\_\_\_\_\_  
Executive Director

CITY OF JACKSON, MISSOURI

By: \_\_\_\_\_  
Mayor

ATTEST:

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