

AGREEMENT

This Agreement for Parts Harvesting Services (the "Agreement") is entered into as of February __, 2026 (the "Effective Date"), by and between the City of Jackson, Missouri, a municipal corporation ("City"), and Cypress Engine Accessories ("Cypress").

RECITALS

WHEREAS, City has purchased a Worthington SWCGO-16 engine (the "Engine") from Macon Municipal Utilities ("MMU");

WHEREAS, the Engine is currently located on property owned by MMU;

WHEREAS, City desires to engage Cypress to perform certain parts harvesting services on the Engine as described in the Scope of Work attached hereto and made a part hereof as Exhibit A;

WHEREAS, MMU requires Cypress to execute an Indemnification and Hold Harmless Agreement in the form attached hereto and made a part hereof as Exhibit B;

WHEREAS, Cypress has provided an estimate for the services dated November 6, 2025, attached here and made a part hereof to as Exhibit C; and

WHEREAS, the parties wish to set forth the terms and conditions under which Cypress will provide the services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. SCOPE OF WORK

Cypress shall perform the services described in the Scope of Work attached as Exhibit A (the "Services"). The Services shall be performed in a professional and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws, regulations, and safety requirements. Cypress shall provide all necessary personnel, supervision, expertise, tools, and equipment to complete the Services.

As a condition precedent to commencing the Services, Cypress shall execute the Indemnification and Hold Harmless Agreement with MMU in the form attached as Exhibit B.

2. COMPENSATION

City shall pay Cypress a total fixed price of \$154,107.54, plus any applicable sales taxes (the "Contract Price"), for the satisfactory completion of the Services. The Contract Price is based on the estimate attached as Exhibit C and includes all labor, materials, travel, mileage, and other expenses as detailed therein.

Payment of the full Contract Price shall be made in a single lump sum upon completion of the Services, verification of compatibility as described in Exhibit A, and delivery of all crated components to the designated trucking provider arranged by City.

Invoices shall be submitted to Jackson at: City of Jackson, 101 Court Street, Jackson, MO 63755, Attention: Accounts Receivable. Payment shall be made within thirty (30) days of receipt of a proper invoice and Jackson's acceptance of the Services.

3. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue until the Services are completed, unless earlier terminated as provided herein.

Either party may terminate this Agreement upon written notice if the other party materially breaches any provision and fails to cure such breach within ten (10) days of notice thereof.

In the event of incompatibility identified during the verification process as described in Exhibit A, City may terminate this Agreement without further obligation, except for payment for Services performed up to the date of termination. In such event, payment shall be made on a time and material basis using the same labor rates quoted in Exhibit C incurred and documented up to the point of termination.

4. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Cypress agrees to indemnify, defend, and hold harmless City, its officers, agents, employees, and representatives 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, including any injury to persons (including death) or damage to property, but only to the extent caused by the negligence or wrongdoing of Cypress, its subcontractors, suppliers, agents, or employees.

This indemnification obligation shall survive the termination or expiration of this Agreement.

5. INSURANCE REQUIREMENTS

Prior to commencing the Services, Cypress shall procure and maintain, at its own expense, the following insurance coverages:

- Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, written on an occurrence basis.
- Comprehensive Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a combined single limit of \$1,000,000 minimum.

- Workers' Compensation Insurance in accordance with statutory limits required by applicable federal or state law, and Employers' Liability Insurance with a minimum limit of \$1,000,000 per accident.

All policies shall name City and MMU as additional insureds, with each entity listed separately on the Certificate of Insurance (COI). Coverage for additional insureds shall include both ongoing and completed operations.

Umbrella or Excess Liability coverage may be used to satisfy the minimum limits, provided the annual aggregate is not less than the highest each occurrence limit for the underlying policies, and such coverage follows form.

All policies shall be primary and non-contributory with respect to any other insurance available to City. Cypress shall provide City and MMU with certificates of insurance evidencing the required coverages prior to starting the Services.

Cypress shall provide at least sixty (60) days' advance written notice to City of any cancellation or material change in coverage.

If Cypress maintains broader coverage or higher limits than the minimums specified, City shall be entitled to such broader coverage or higher limits.

These insurance requirements shall not constitute a waiver of any defenses available under law, including sovereign immunity.

6. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict of laws principles.

Any dispute arising out of or related to this Agreement shall be resolved exclusively in the Circuit Court of Cape Girardeau County, Missouri.

7. MISCELLANEOUS

- **Independent Contractor:** Cypress is an independent contractor, and nothing herein creates an employment, partnership, or agency relationship.
- **Assignment:** This Agreement may not be assigned without the prior written consent of the City.
- **Entire Agreement:** This Agreement, including Exhibits A, B, and C, constitutes the entire understanding between the parties and supersedes all prior agreements.
- **Amendments:** Any amendments must be in writing and signed by both parties.
- **Severability:** If any provision is held invalid, the remainder shall continue in full force.
- **Notices:** All notices shall be in writing and delivered to the addresses specified herein.

- **Compliance:** Cypress shall comply with all applicable laws, including those related to safety and environmental protection.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF JACKSON, MISSOURI

BY: _____
Mayor

ATTEST:

Angela Birk, City Clerk

CYPRESS ENGINE ACCESSORIES

By: 
Name: Mike Kruczyk
Title: CEO
Date: 3/4/20