

SERVICES AGREEMENT

THIS AGREEMENT (“Agreement” and/or “Agreement”), made and entered into as of the date on which the last signature was affixed hereto below, by and between City of Republic, Missouri (the “City”) and Redec, LLC (“Redec”), (together, “the Parties”) shall be governed by the following terms and conditions:

WITNESSETH:

WHEREAS, City wishes to enter into an agreement with Redec for the provision of certain services as further described herein below in paragraph (1) (“Services”); and

WHEREAS, Redec wishes to provide the Services to City in exchange for fair and adequate consideration stated herein.

NOW, THEREFORE, for the consideration stated herein below, the validity and sufficiency of which is acknowledged by the Parties, it is agreed by and between City and Redec as follows:

1. **Services.** Redec, acting on its own behalf and through its officers, employees and authorized agents, shall provide the City with professional consulting services which includes, but is not necessarily limited to, advice and assistance in understanding grant administration and determining processes related to planning for, applying, obtaining, documenting, allocating, and utilizing identified grants and grant funding, including such as may be available through the State of Missouri and American Rescue Plan Act (“ARPA”) funds, and particularly in relation to the City’s ongoing efforts in relation to wastewater treatment needs of the City, including such as may be necessary to comply with an Abatement Order on Consent with the Department of Natural Resources approved by the City Council on October 5, 2021 by Ordinance 21-62, to address Wastewater Treatment Plant deficiencies (the “Services”). Redec acknowledges that providing the Services may entail travel and rendering assistance to the City in communicating facts regarding these topics to members of the public. The Services shall be provided by Redec in accordance with the standard of care, skill, and expertise ordinarily used by other members of Redec’s profession in performing similar services.

2. **Excluded from Services.** Redec will at all times strictly comply with all applicable state, federal, and local law. Redec represents to the City that it is experienced with the types of grant administrative processes and services referenced herein. Redec, based on its experience, and in consultation with its own legal professionals, is also familiar with legal restrictions related to provision of legal services, lobbying, or advocacy, all of which are outside the scope of services authorized by this Agreement. The Parties acknowledge and understand that Redec is not a law firm, does not provide legal services to third-parties, and will not provide legal advice to the City, nor otherwise engage in the practice of law in connection with this Agreement, and this Agreement does not create an attorney-client relationship. Redec will not engage in advocacy of any kind on behalf of the City, including advocacy to officials, entities, the public, or any person whomsoever, nor will Redec act in any manner that could be construed as lobbying or public advocacy on behalf of the City. Nothing in this Agreement authorizes Redec to act on behalf of the City or as an agent for the City at any time.

3. **Personnel.** Redec shall secure, at its own expense, all personnel required to perform the Services. Such personnel shall not be employees of the City or have any contractual relationship with the City except to the extent such a relationship exists by way of this Agreement. The Services shall be performed by Redec, or under Redec’s direct supervision, and all personnel engaged in performing the Services shall be fully qualified and authorized under local, state and federal law to

perform such Services. None of the Services covered by this Agreement shall be subcontracted by Redec without the prior, written approval of the City.

4. **Duty to Timely Communicate.** Redec will keep the City informed of all progress and developments and respond promptly to City's inquiries and communications relating to the Services or this Agreement. In the event Redec determines for any reason that an act it has performed or needs to perform in order to satisfy its obligations under this Agreement falls outside of the scope of Services, Redec shall promptly notify the City of such, including any inability to proceed as a result thereof. Failure to timely report such information to the City under this paragraph shall constitute a material breach of this Agreement.

5. **Term.** This Agreement will commence when all Parties have caused their authorized representative(s) to sign, becoming effective as of the date of the last signature herein below. The Agreement will continue for one (1) year from the effective date, unless otherwise terminated by either Party prior to such date.

6. **Fees, Costs and Total Payment Not-to-Exceed.** Provided Redec performs the Services in the manner set forth herein, City will pay to Redec a sum of up to fifteen thousand dollars and zero cents (\$15,000.00) per month, for each month in which Services are actually performed under this Agreement. The Parties agree and understand that the City is limited in the amount of funds it may pay for the Services, and consequently will, in no event, pay to Redec a total amount in excess of one hundred eighty thousand dollars and zero cents (\$180,000.00) (the "Not-to-Exceed Amount") for Services rendered under this Agreement. The Parties expressly acknowledge that the Not-to-Exceed Amount may not be exceeded unless this Agreement is amended, in writing and signed by all Parties, pursuant to approval of the City Council, which shall be a prerequisite to any such amendment. This Agreement is expressly contingent upon the City having sufficient funds available for the Services. Redec acknowledges it shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds.

Redec shall keep track of the amount of hours and expenses billable under this Agreement at all times, and any work performed by Redec in excess of the Not-to-Exceed Amount shall not be eligible for payment. Redec shall promptly notify the City if Redec anticipates that the Not-to-Exceed Amount may be exceeded in advance of performing any Services under this Agreement that would cause such overage to occur.

The City expressly reserves the right to disapprove, in whole or in part, a request for payment where the Services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with terms herein.

7. Termination of Agreement.

- a. This Agreement may be terminated by either party with or without cause, upon written notice, effective when received by the non-terminating party. Upon notice and termination, final payment to Redec shall be limited to Services provided by Redec as of the effective date of said termination. In any event, notwithstanding any notice requirement stated herein, this Agreement shall terminate automatically upon the termination of funding in City's budget for the Services included in this Agreement.
- b. This Agreement may be terminated by City without penalty or other monies or damages owed to Redec in the event the City Council declines or otherwise fails to approve and/or appropriate funds for this Agreement.

- c. Noncompliance with any portion of the Agreement, or violation of State, Federal, or local law will be just cause for immediate termination of this Agreement.

8. **Conflicts.** Redec presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. In accepting this Agreement, Redec certifies all local, state, and federal laws and regulations related to conflicts of interest shall be followed, specifically Chapter 105, RSMo.

9. **Assignment.** Redec shall neither assign nor transfer any interest in this Agreement, whether by assignment, sale, gift, novation or otherwise, without prior written consent of City; provided, however, that claims for money due or owing to Redec under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to City. Any such assignment is expressly subject to all rights and remedies of City under this Agreement, including the right to change or delete activities from the Agreement or to terminate the same as provided herein, and no such assignment shall require City to give any notice to any such assignee of any actions which City may take under this Agreement.

10. **Nondiscrimination.** In providing the Services under this Agreement, Redec agrees not to discriminate in any way on the basis of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or a qualified individual with a disability, or political opinion or affiliation, against any employee of Redec or applicant for employment, and shall include a similar provision in any sub-contracts executed hereunder. The Parties hereby incorporate the requirements of 41 C.F.R. §§ 60- 1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

- a. Redec shall abide by the provisions of 41 C.F.R. § 60-300.5(a), which prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- b. Redec shall abide by the provisions of 41 C.F.R. § 60-741.5(a), which prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

11. **Compliance with Laws and Tax Obligations.** Redec agrees to comply with all applicable federal, state and local laws, rules and regulations applicable in providing the Services pursuant to this Agreement. Redec affirmatively represents that payment of all local, state, and federal taxes and assessments owed by Redec is current.

12. **Occupational License.** If required by City code or other applicable state or federal law, Redec shall obtain and maintain an occupational license with the City, the cost for which shall be the sole responsibility of Redec.

13. **Affidavit for Contracts Over \$5,000.** Pursuant to Sections 285.525 through 285.550, RSMo., if this Agreement exceeds the amount of \$5,000 and Redec is associated with a business entity, Redec shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees

working in connection with the Services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the Services. Additionally, Redec must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. Affidavit for Compliance with Anti-Discrimination against Israel Act for Contractors Over \$100,000. Pursuant to Section 34.600, RSMo., if this Agreement exceeds the amount of \$100,000 and Redec is associated with a business entity that has ten or more employees, Redec shall provide an acceptable notarized affidavit stating that the associated business entity is not currently engaged in and shall not for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the Agreement, engage in a boycott of goods or services from companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this Agreement, engage in a boycott of goods or services from persons or entities doing business in the State of Israel.

15. General Independent Contractor Clause. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that Redec is and shall be an independent contractor for City and is not an employee of City for any purpose, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. Redec will retain sole and absolute discretion in the judgment of the manner and means of carrying out Redec's activities and responsibilities hereunder. Redec agrees that it is a separate and independent enterprise from City, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the Services. This Agreement shall not be construed as creating any joint employment relationship between Redec and City, and City will not be liable for any obligation incurred by Redec, including but not limited to unpaid minimum wages and/or overtime premiums.

16. City Benefits. Redec shall not be entitled to any of the benefits established for the employees of City nor be covered by City's worker's compensation program/benefits.

17. Liability and Indemnity. The Parties mutually agree to the following:

- a.** In no event shall City be liable to Redec for special, indirect, or consequential damages, except those caused by City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Agreement. The maximum liability of City shall be limited to the amount of money to be paid or received by City under this Agreement.
- b.** Redec shall defend, indemnify, and hold harmless City, its elected officials, agents, and employees from and against any and all liability, suits, damages, costs (including attorney's fees), losses, outlays and expenses, from claims arising out of or relating in any way to this Agreement, or the work or any subcontract thereunder (Redec hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this Agreement to Redec, notwithstanding any alleged negligence on the part of City, its officials, agents, and employees. This provision does not require Redec

to defend, indemnify or hold harmless City for gross negligence or intentional misconduct on the part of City.

- c. Redec shall indemnify and hold City harmless from all wages or overtime compensation due and owing to its employees in rendering Services pursuant to this Agreement or any subcontract under this Agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law, or any other federal or state law.

18. **Notices.** All notices required or permitted under this Agreement and required to be in writing may be given by facsimile or by first class mail addressed to City and Redec at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by facsimile transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

19. **Jurisdiction.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall be proper exclusively in the Circuit Court of Greene County, Missouri.

20. **Entire Agreement.** This Agreement contains the entire agreement of the Parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and signed by both Parties.

[The remainder of this page is intentionally left blank. Signatures follow on page 6 of 6]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year herein stated.

Redec, LLC

By: _____

Printed Name

Title

Date: _____

THE CITY OF REPUBLIC, MISSOURI

By: _____ **Date:** _____
David Cameron, City Administrator

Attest: _____ **Date:** _____
Laura Burbridge, City Clerk

Approved as to Form:

Megan McCullough, City Attorney **Date:** _____