

CONSULTING AGREEMENT

1. IDENTIFICATION OF PARTIES:

This Agreement is made between CITY OF REPUBLIC, MISSOURI. (CITY) and REDEC, LLC, a Missouri limited liability company in good standing (REDEC) for consulting services described herein.

2. CONSULTING SERVICES TO BE PROVIDED:

REDEC, on its own behalf and acting through its officers, employees, and agents, will provide consulting services to the CITY to include 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 funds, and particularly in relation to the CITY's on-going 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 Council on October 5, 2021 by Ordinance 21-62, to address Wastewater Treatment Plan deficiencies. REDEC acknowledges that providing said services may entail travel and assisting the CITY to effectively communicate facts regarding these topics to inform the public.

3. EXCLUDED ACTIVITY:

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. REDEC is not a law firm, does not provide legal services to third-parties, and will not provide legal advice, nor otherwise engage in the practice of law, 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 as an agent for the CITY.

4. INDEPENDENT CONTRACTOR:

The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties. This Agreement shall not be construed as an agreement for the benefit of any third party, including, but not limited to, that this Agreement does not create any employment relationship of

any kind, including any between any individual who provides services under this Agreement, and no such individual shall be entitled to wages or employment benefits or compensation of any kind, including any pursuant to any employment law liability theory, such as, but not limited to: the Fair Wage and Labor Standards Act of 1938, and as subsequently amended, all Missouri statutory laws, including Workers' Compensation, or common law.

5. DUTY TO TIMELY COMMUNICATE:

REDEC will provide the services called for under this Agreement, keep CITY informed of progress and developments, and respond promptly to CITY inquiries and communications. In the event that REDEC determines for any reason that a contemplated or completed act by it, intended to be in furtherance of the services to be provided in this Agreement, may instead fall outside of the scope of services to be provided, then REDEC will promptly notify the CITY of such, including any inability to proceed. Failure to report is itself a separate breach of this Agreement.

6. TERM/RENEWAL:

This Agreement will commence when both Parties have caused their authorized representative to sign, and on the date of the last signature. The Agreement will continue for one year from the date of last signature. This term and all the conditions herein, will automatically renew each calendar year, until terminated by either Party.

7. FEES:

CITY will pay REDEC for the services provided under this Agreement:

REDEC will not advance costs to or for the CITY, and any such costs must be authorized by the CITY in advance.

INVOICES TO BE SENT TO:

City of Republic, Missouri
Attn: City Administrator
213 North Main Ave
Republic, Missouri 65738

8. FEES AND COSTS NOT TO EXCEED:

The CITY is limited by law with respect to the amount of money it can pay. Therefore, the CITY has established a fixed sum for this Agreement, which cannot be exceeded unless this Agreement is amended. This Agreement is contingent upon the CITY having sufficient funds available for

the subject of this Agreement. REDEC 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. The fixed sum for this Agreement, including all fees and costs, is \$100,000.00.

REDEC shall be required to keep track of the amount of hours and expenses billable under this Agreement at all times; and any work in excess of the fixed sum, identified in this paragraph, shall not be eligible for payment.

REDEC shall notify the CITY if REDEC anticipates that the Agreement amount may be exceeded in order to determine whether or not the CITY is prepared to increase compensation.

Renewal of this Agreement pursuant to Section 6 above shall have no impact on the maximum amount that may be paid, which shall not exceed \$100,000.00 no matter how many times this Agreement is renewed, and no amount beyond that sum will be paid absent express additional written amendment authorizing such.

9. DISCHARGE:

Either Party may terminate the services provisions of this Agreement at any time by written notice effective when received by the other Party. In the event of discharge by the CITY, REDEC will provide no further services and advance no further costs on CITY'S behalf after receipt of the notice.

If sent, notice to the CITY will be to:

City of Republic, Missouri
Attn: City Administrator
213 North Main Street Republic, Missouri 65738

If sent, notice to REDEC will be to:

10. ENTIRE AGREEMENT:

This Agreement contains the entire Agreement of the parties. No other Agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the Parties.

11. SEVERABILITY:

Other than as described in section 13 below, a determination of invalidity or unconstitutionality of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.

12. MODIFICATION BY SUBSEQUENT AGREEMENT:

This Agreement may only be modified by subsequent agreement of the parties in writing.

13. PUBLIC ENTITY/OFFICER DEFENSES:

In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of CITY's defenses, including those of any elected or appointed officer, employee, or agent of CITY, with regard to sovereign immunity, governmental immunity, or individual or official immunity under federal or state constitutions, statutes, and/or laws. In the event of a conflict between this provision 13 and any other part of this Agreement, this provision 13 shall take precedence, and the part of this Agreement that conflicts shall be construed to eliminate such conflict, and if this is not possible, then the part of this Agreement that conflicts with this provision 13 shall be deemed null and void, and if this is not possible, the Agreement shall be deemed null and void.

14. LIABILITY:

Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquated, consequential damages, or attorney fees.

15. INDEMNIFICATION:

To the fullest extent permitted by law, REDEC shall hold harmless and indemnify the CITY, including its employees, agents, attorneys, successors, and assigns, against any claims, losses, damages, including reasonable attorneys' fees and other costs of litigation, and expenses, arising by reason of any act, negligent or otherwise, of REDEC or its personnel, including the individuals, entities, employees, independent contractors, subcontractors (meaning anyone, including but not limited to consultants having a contract with REDEC or a subcontract for part of the services), successors, agents, and assigns through which REDEC shall act in relation to providing the services detailed herein, including anyone directly or indirectly employed by REDEC or by any subcontractor, or of anyone for whose acts REDEC may be liable, in connection with providing services as detailed herein. This provision does not, however, require REDEC to indemnify or hold harmless the CITY from its own negligence.

16. ASSIGNMENT:

This Agreement may not be assigned by any Party without the prior written consent of all Parties.

17. JURISDICTION/VENUE:

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any disputes or litigation that may arise out of this Agreement shall be litigated in the Circuit Court of Greene County, Missouri or the United States District

Court in the Western District of Missouri, at the Southern Division. The Parties agree to submit themselves to the jurisdiction of such court and waive any defenses they may have to lack of jurisdiction over the person or subject matter. The Parties do hereby further consent and stipulate venue shall be proper in Greene County, Missouri in any such actions.

18. EXECUTION:

The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act (" ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment. This Agreement shall be effective between the Parties hereto upon the signing of the last signature affixed to this document.

CITY OF REPUBLIC, (CITY)
MISSOURI
BY: David Cameron, City Administrator

Date

Attest: Laura Burbridge, City Clerk

REDEC, LLC (REDEC)
By Authorized Signatory: Royce Redding

Date