

## CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, dated effective as of 4/11, 2016 is between City of Joplin located at 602 S. Main Street, Joplin, MO 64801 (herein "Client") and Chris Pistole, a single person, located at 803 Saginaw Road, Joplin, MO 64804 (herein "Consultant").

### **1.0 Scope of Services**

During the term of this Agreement, Consultant will furnish the services set forth in the attached Statement of Work, incorporated by reference as Exhibit A. Consultant will perform such services on a time and materials basis and as an independent contractor, not as an employee or agent of Client.

### **2.0 Term of Agreement and Termination**

The Agreement will commence on April 11, 2016. Either party may terminate its obligations under this Agreement, with or without cause, by giving thirty (30) days written notice to the other party.

### **3.0 Payment**

As sole compensation for services to be performed by Consultant hereunder, Client will pay Consultant in U.S. dollars at the rates and in the manner set forth in Exhibit A. In no case will the compensation exceed Two Thousand One Hundred Seventy Six and 00/100 Dollars (\$2,176.00).

### **4.0 Compliance with Laws**

Consultant will comply with all applicable state, federal and local laws, and executive orders and regulations in the performance of its services under this Agreement. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

### **5.0 Additional Terms**

**5.1 Intellectual Property.** All content, documentation, and any other work products prepared by Consultant's personnel or personnel under this agreement shall belong exclusively to the Client upon full payment of the work provided.

**5.2 General Independent Contractor Clause.** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, 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. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, 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 work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

### **5.3 Liability and Indemnity.**

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor 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 contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

**5.4 Amendment, Modification, and Waiver.** No provision of this agreement may be modified, waived, terminated or amended except by a written instrument executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

Consultant

City of Joplin

By: Chris Pistole, a single person.

By:

Samuel L. Ansel

Signature Chris Pistole

Title:

City Manager

Date 4/8/2016

Signature

Samuel L. Ansel

Date

4/14/2016

**EXHIBIT A**

**STATEMENT OF WORK**

This is an attachment schedule to the City of Joplin and Chris Pistole contract agreement dated 4/11 2016.

**Services:** Development and writing of education information for five 24"x36" interpretive panels for Joplin's Mercy Park as described in the March 22 bid request; this is a project of the Community Development Block Grant Disaster Recovery Grant award. Consultant shall submit a proof of each sign to Client for approval before finalizing and producing any panels. Client will not be liable for payment of any panels not approved by Client.

**Individuals:** Chris Pistole

**Start Date:** 4/11/16

**Completion Date:** Ongoing as needed by City of Joplin management.

**Work Product:** Five written interpretive panels

**Compensation:** \$34.00 per hour. In no case will the compensation exceed Two Thousand and one hundred and seventy six dollars (\$2,176.00). Client and Consultant may contract, in writing, for additional services at the rates described in Exhibit A.

**Billing Period:** Every 30 days.

**Payment Dates:** 30 days from Client's receipt of Consultant's invoice.

Chris Pistole

City of Joplin

By: Chris Pistole

By: Samuel L. Anselm

Title: Consultant

Title: City Manager

Signature Chris Pistole

Signature Samuel L. Anselm

Date 4/8/2016

Date 4/11/2016