

BOARD OF ALDERMAN  
(Amended Month)~~APRIL WORK SESSION AGENDA~~  
MARCH WORK SESSION AGENDA  
TUESDAY, MARCH 9<sup>th</sup>, 2021 at 6:30 p.m.

MEETING WILL BE RECORDED AND POSTED ON FACEBOOK - CITY OF BOLIVAR, MISSOURI

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**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOTION TO ADOPT AGENDA**

**MAYORAL APPOINTMENT, Introductions, Presentations, Resolutions and Proclamations,  
Citizens Requests:**

\*Comprehensive Plan Update-social media Challenge

1. Bill No. 2021-12: Ordinance Authorizing an Amendment to Agreement with Liberty Utilities (Missouri Water) LLC, for Extension of the Agreement Purchase Term.
2. Bill No. 2021-13: Ordinance Authorizing Participation with Missouri Hwy Department of Transportation in the MO Hwy Safety Program.
3. C & C Group Service Support Agreement Fire Alarm Monitoring at Parks and Recreation Center.
4. Waste Water Treatment Sludge Tank Repairs – Mixer Tank #4
5. Recreation Services Agreement for Contract Labor ex: Referees/Fitness Instructors
6. Updating Building Code

Amended Title Posted 3/5/2021 4:25p.m. PH  
Agenda Posted at City Hall  
3/5/2021 4:10 p.m. PH

\*IF UNABLE TO ACCESS FACEBOOK ACCOUNT, PLEASE CONTACT CITY CLERK FOR ADDITIONAL OPTIONS\*

**#wherelibertyflows**

If you have a need for special accommodations,  
Please contact the City Clerk's office 24 hours prior to the meeting.

**ORDINANCE COVER SHEET**

**Bill No. 2021-12**

**Ordinance No. \_\_\_\_\_**

**“AN ORDINANCE AUTHORIZING AN AMENDMENT TO AGREEMENT  
WITH LIBERTY UTILITIES (MISSOURI WATER) LLC, FOR EXTENSION OF  
THE AGREEMENT PURCHASE TERM.”**

**Filed for public inspection on \_\_\_\_\_.**

**First reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on \_\_\_\_\_.**

**Second reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on \_\_\_\_\_.**

**Vote by the Board of Aldermen on \_\_\_\_\_:**

\_\_\_\_\_ **Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain**

\_\_\_\_\_ **Approved by the Mayor on \_\_\_\_\_.**

\_\_\_\_\_ **Vetoed by the Mayor on \_\_\_\_\_.**

**Board of Aldermen Vote to Override Veto on \_\_\_\_\_.**

\_\_\_\_\_ **Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain**

**Bill Effective Date: \_\_\_\_\_.**

**“AN ORDINANCE AUTHORIZING AN AMENDMENT TO AGREEMENT WITH LIBERTY UTILITIES (MISSOURI WATER) LLC, FOR EXTENSION OF THE AGREEMENT PURCHASE TERM.”**

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

**Section I:** The City is hereby authorized to enter into an Amendment to the existing agreement with Liberty Utilities (Missouri Water) LLC, for an extension of the agreement purchase term; with such contract and terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

**Section II:** The Mayor and City Clerk are hereby authorized and directed to enter into an agreement as described above for and on behalf of the City.

**Section III:** This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

\_\_\_\_\_  
**Christopher Warwick, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Paula Henderson, City Clerk**

**CERTIFICATION**

I, Paula Henderson, do hereby certify that I am the duly appointed and acting City Clerk for the City of Bolivar, Missouri; that the foregoing Ordinance No. \_\_\_\_\_ was adopted by the Board or Aldermen and thereafter approved by the Mayor and became effective on \_\_\_\_\_, 2021; and that said Ordinance remains in full force and effect, having never been altered, amended nor repealed.

\_\_\_\_\_  
**Paula Henderson, City Clerk**

**AMENDMENT NO. 1**  
**TO**  
**ASSET PURCHASE AGREEMENT**

**AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT** (this "Amendment") dated as of March 1, 2021 (the "Amendment Effective Date"), between **LIBERTY UTILITIES (MISSOURI WATER) LLC**, a Missouri limited liability company (the "Buyer"), and **CITY OF BOLIVAR, MISSOURI**, a fourth class city organized under Missouri law (the "City" or the "Seller", and together with Buyer, the "Parties," and each, a "Party").

**WHEREAS**, the Parties entered into an Asset Purchase Agreement dated as of November 27, 2019 (the "Original Agreement"); and

**WHEREAS**, the Parties desire to amend the Original Agreement on the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the meanings assigned to them in the Original Agreement.

2. Amendment to the Original Agreement. As of the Amendment Effective Date, the Original Agreement is hereby amended or modified as follows:

(a) Section 9.1(b)(ii) is amended by striking the words "May 31, 2021" and inserting in their place the words "November 30, 2021".

3. Limited Effect. Except as expressly provided in this Amendment, all of the terms and provisions of the Original Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the Amendment Effective Date, each reference in the Original Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Original Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Transaction Documents, will mean and be a reference to the Original Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Original Agreement as amended by this Amendment.

(b) The execution of this Amendment by any individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party hereto) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. Miscellaneous.

(a) This Amendment shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

(b) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. 1 to Asset Purchase Agreement as of the day and year first above written.

**SELLER:**

**CITY OF BOLIVAR, MISSOURI**

By: \_\_\_\_\_  
Christopher Warwick  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
Paula Henderson  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Donald M. Brown  
City Attorney

**BUYER:**

**LIBERTY UTILITIES (MISSOURI  
WATER) LLC**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**ORDINANCE COVER SHEET**

**Bill No. 2021-13**

**Ordinance No.**

**“AN ORDINANCE AUTHORIZING PARTICIPATION WITH THE MISSOURI  
HIGHWAY DEPARTMENT OF TRANSPORTATION IN THE MISSOURI’S  
HIGHWAY SAFETY PROGRAM.”**

**Filed for public inspection on .**

**First reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on .**

**Second reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on .**

**Vote by the Board of Aldermen on :**

\_\_\_\_\_ **Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Absent.**

\_\_\_\_\_ **Approved by the Mayor on .**

\_\_\_\_\_ **Vetoed by the Mayor on \_\_\_\_\_.**

**Board of Aldermen Vote to Override Veto on \_\_\_\_\_.**

\_\_\_\_\_ **Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain**

**Bill Effective Date: .**

**“AN ORDINANCE AUTHORIZING PARTICIPATION WITH THE MISSOURI HIGHWAY DEPARTMENT OF TRANSPORTATION IN THE MISSOURI’S HIGHWAY SAFETY PROGRAM.”**

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

**Section I:** The City is hereby authorized to enter into an agreement with the Missouri Department of Transportation for the participation in the Missouri’s Highway Safety Program; with such authorization and terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

**Section II:** The Mayor and Aldermen and City Clerk are and at all relevant times were hereby authorized and directed to enter into an agreement as described above for and on behalf of the City.

**Section III:** This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

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**Christopher Warwick, Mayor**

**ATTEST:**

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**Paula Henderson, City Clerk**





### CITY COUNCIL AUTHORIZATION

On 2-23, 2021 the Council of Bolivar Board of Aldermen  
held a meeting and discussed the City's participation  
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of Bolivar  
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the  
financial assistance available under the Missouri Highway Safety Program for  
Traffic Enforcement and report back to the Council his/her recommendations.  
When funding through the Highway Safety Division is no longer available, the  
local government entity agrees to make a dedicated attempt to continue support  
for this traffic safety effort.

Steve Lagas  
Council Member

Attila Thar Jermi  
Council Member

Mike P  
Council Member

Chad C  
Council Member

Justin Ball  
Council Member

[Signature]  
Council Member

Steve Skopac  
Council Member

[Signature]  
Council Member

[Signature]  
Mayor



C&C Group®

**CITY OF BOLIVAR PARKS  
AND RECREATION  
BUILDING**

02-25-2021

# **Service Support Agreement SSA**

## Fire Alarm Monitoring

2534 N. Patterson Ave., Suite 100  
Springfield MO 65803  
Phone: 417.429.4150  
[www.c-cgroup.com](http://www.c-cgroup.com)

- Building Automation
- Security Solutions
- Network Service
- Fire Safety
- Access Floors
- Fuel Polishing
- Standby Generators
- Energy Solutions



## C&C GROUP MONITORING SERVICE AGREEMENT

Subscriber's Name: City of Bolivar Parks and Recreation Monitoring Acct No.: \_\_\_\_\_  
Building

Site Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Premise Phone #: ( ) - \_\_\_\_\_ Premise Fax #: ( ) - \_\_\_\_\_

Township: \_\_\_\_\_ County: \_\_\_\_\_

Billing/Mailing Address (if different from site address): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: ( ) - \_\_\_\_\_ Fax #: ( ) - \_\_\_\_\_

Account Type:  Fire  Burglary  Medical  Elevator  Controls

Existing Customer Number (if applicable): \_\_\_\_\_

### CONTACT/CALL LIST (Responsible Parties): Premises # will be called prior to contact list

Name	Phone #	Pass/Abort Code

### LOCAL EMERGENCY DISPATCH NUMBERS

Fire Dept. (Local)	( ) -	Paramedics (Local)	( ) -
Police Dept. (Local)	( ) -	Other:	( ) -

Communicator (dialer) type: \_\_\_\_\_ Model #: \_\_\_\_\_ Intrusion Panel Model #: \_\_\_\_\_

Special Instructions (if required):

\_\_\_\_\_

\_\_\_\_\_

**DESCRIPTION OF SERVICE:** Customer acknowledges that monitoring of the system has been sub-contracted to ALARMCENTRAL, LLC in Kansas City, Missouri, (hereinafter referred to as Central Station). C&C Group and the Central Station will monitor without liability, and not as an insurer, the signals of including but not limited to burglar, fire, intrusion, environmental, and medical security systems.

### TERM, PAYMENT, RENEWAL, TERMINATION:

Term of Agreement: The initial term of this Agreement shall be for a period of 3 year(s) beginning on the Date of Agreement and shall auto-renew for successive periods of 1 year thereafter under the same terms and conditions except for the price, which shall be increased to the applicable price in effect at the renewal date, unless either party gives the other written notice of cancellation at least sixty (60) days prior to the expiration of a term. Customer shall be solely responsible for the installation of any telephone company service or equipment necessary to transmit signals from Customer to the Central Station. Customer acknowledges that signals are transmitted over telephone company signals channels, which are wholly beyond the control and jurisdiction of C&C Group and Central Station, and are maintained and serviced, by the applicable telephone company or utility.

**IMPORTANT NOTICE REGARDING YOUR LEGAL RIGHTS:** The Terms and Conditions on the next page are an important part of this Agreement and may affect your legal rights. Among other things, these terms significantly limit C&C Group's liability should an event occur that this service is designed to detect. By signing this Agreement you acknowledge that you have read, acknowledged, and agree to be legally bound by all Terms and Conditions of this Agreement. EEO/AA

**Annual Monitoring Fee: \$600**

Subscriber/Auth. Signature: \_\_\_\_\_ C&C Group Rep Signature: \_\_\_\_\_

Printed: \_\_\_\_\_ Printed: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

# TERMS AND CONDITIONS

**Alarm Notification:** The Central Station, upon receipt of a signal from the Customer's premises, shall make every reasonable effort to notify the police department, fire department, or other authorities and/or the person or persons whose names appear on the customer information sheet, or as same may be modified or changed in writing by the customer. The Central Station may attempt to verify the nature of the emergency by telephoning customer's premises prior to notifying emergency personnel, and may elect not to notify anyone if there is reasonable cause to assume that an emergency condition does not exist.

**False Alarms:** In the event an excessive number of false alarms are caused by the customer's carelessness, malicious action, or accidental use of the alarm system, C&C Group may at its sole discretion deem same to be a material breach of contract and will be excused from further performance upon giving 10 days written notice.

**Permits/Licenses:** Customer agrees to pay any alarm response fees, alarm system usage fees, or other any other charges imposed by any Municipal, State, and/or Federal authorities.

**Interruption of Service:** C&C Group and the Central Station assume no liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, interruption or unavailability of phone service, acts of God, or any other delay beyond the control of C&C Group and/or the Central Station.

**Suspension or Cancellation:** This agreement may be suspended or canceled without notice, at the option of C&C Group and/or the Central Station, if C&C Group, the Central Stations, or customer's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or if C&C Group and/or the Central Station is unable to render service as a result of any action by any governmental agency.

**Default by Customer:** Default by customer is considered effective when payment for monitoring services has not been received within 30 days of invoice date. In addition to C&C Group right to collect all monies due, we may discontinue monitoring services upon ten days written notice.

**Disclaimer of Warranties:** It is understood and agreed that C&C Group and/or the Central Station are not an insurer, and that all insurance shall be obtained by the customer. Payments provided for herein are based solely on the value of the monitoring service and are unrelated to the value of the customer's property, or the property of others located on the customer's premises. C&C Group and/or the Central Station make no guaranty or warranty, including any implied warranty of merchantability or fitness that the services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from C&C Group and/or the Central Stations negligence. A failure to perform any of the obligations herein, or the failure of the monitoring system to properly operate with resulting loss to customer because of among other things: The uncertain amount or value of customers property or property of others, which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert. The uncertainty of response time of any police, fire, paramedic units, or others, should they be dispatched as a result of a signal being received. The inability to ascertain what portion, if any, of any property loss, personal injury or death would be proximately caused by C&C Group and/or the Central Stations failure to perform by its equipment to operate. C&C Group makes no express or implied warranties as to any matter whatsoever, including, without limitation, the condition of the monitoring equipment, its merchantability or fitness for any particular use. Customer acknowledges: that any affirmation of fact or promise made by C&C Group shall not be deemed to create an express warranty, and that there are no warranties which extend beyond those on the fact of the agreement. Customer acknowledges that customer has read this agreement.

**Limitation of Liability:** Customer understands and agrees that if C&C Group and/or the Central Station should be found liable to customer for loss or damage due to C&C Group and/or the Central Stations negligence or a failure of C&C Group and/or the Central Stations monitoring service or monitoring equipment in any respect whatsoever, C&C Group and/or the Central Stations liability shall be limited to \$ 250.00, and this liability shall be exclusive, and that the provisions of this section shall apply if loss or damage, irrespective of cause or origin results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of C&C Group and/or the Central Station, its agents, assigns or employees.

**Third Party Indemnification:** In the event any person not a party of this agreement shall make any claim or file any lawsuit related to C&C Group obligations pursuant to this agreement, or for any reason relating to C&C Group provisioning of alarm services, including but not limited to the operation or non-operation of the alarm system, or any failure of C&C Group service, or relating to C&C Group negligence, customer agrees to indemnify, defend and hold C&C Group harmless from any and all claims and lawsuits, including payment of all damages, expenses, costs, and attorney's fees, whether these claims be based upon alleged intentional conduct, negligence, contribution, indemnification, or strict product liability.

**Assignment:** This agreement is not assignable by the customer and without such consent is void at the option of C&C Group.

**Enforceability:** In the event any of the terms or provisions of this agreement shall be deemed to be void or invalid or inoperative, the balance thereof shall remain in full force and effect.

**Attorney's Fees:** In the event C&C Group shall file suit or maintain any legal proceedings to enforce the provisions of the agreement, customer shall pay C&C Group actual attorney's fees and court costs. Customer acknowledges that the monitoring service is performed in Missouri, and this agreement shall be governed by the laws of the State of Missouri. The sole jurisdiction and venue for any judicial proceeding relative to this agreement, C&C Group, or Alarm Central, shall be in the County of Jackson, Missouri.

**Receipt of Copy:** Customer acknowledges receipt of a copy of this agreement.

FINAL

Evans Enterprises, Inc.

4647 W. Junction Street  
Springfield, MO 65802  
(417) 886-8886 Phone  
(417) 886-8882 Fax



NO: 00056981  
DATE: 2/1/2021  
PAGE 1

Contact MATTHEW MORRIS

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T  
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CITY OF BOLIVAR  
PO BOX 9  
BOLIVAR, MO 65613

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CITY OF BOLIVAR  
345 S. MAIN  
BOLIVAR, MO 65613

CUSTOMER PO #	PO RELEASE #	MISC NUMBER
REQUIRED		SLUDGE TANK#4

NAMEPLATE DATA

Make:WILO; ID #:EMU TR75-P; Frame:-; Model #:EMU TR75-P; Serial #:630048848; Enclosure:-; HP:-; RPM:-; Volts:460; Amps:13.00; Type:-; Volute Cast #:-; Cycles:60; Phase:3; Code:-; Temp Rise:-; Service Factor:1.15; Insulation Class:-

SPECIAL INSTRUCTIONS

LOCKED UP

	UNIT	QTY	UNIT PRICE	EXTENSION
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We are pleased to provide the following work scope and quotation for your consideration:

Test & inspect mixer, found uneconomical to repair due to parts.  
NEW WILO REPLACEMENT MIXER

Additional Comments:

Lead Time:  
14-16 BUSINESS WEEKS ARO, PRICE DOES NOT INCLUDE FREIGHT CHARGES.

TOTAL 10,265.00

*New mixer for sludge tank*

Valid for 30 calendar days from the above date  
Total does not include sales tax and will be applied on the final invoice if applicable.  
Payment terms Net 30 days for account holders unless otherwise specified.

If additional work, parts, services or materials are required that are not specifically included in the above work scope an "Extra Work Authorization" will be required. This proposal does not include third party inspection, licensing and/ or certification. Based upon our Standard Terms and Conditions available at [www.GoEvans.com/terms](http://www.GoEvans.com/terms)



Received By: \_\_\_\_\_

Date: \_\_\_\_\_

Thank you for your interest and consideration!

## RECREATION SERVICES AGREEMENT

This Recreation Services Agreement (hereinafter referred to as the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **the City of Bolivar, Missouri, a Municipal Corporation** (hereinafter referred to as the "City"), and \_\_\_\_\_ (hereinafter referred to as the "Service Provider").

### THE CITY AND THE SERVICE PROVIDER MUTUALLY AGREE TO THE FOLLOWING TERMS AND CONDITIONS

- 1. Scope of the Services Provided and Description of Services:** During the term of this Agreement, the Service Provider will perform the services described in the Scope of Services Schedule attached hereto as Exhibit A and incorporated herein by reference. The services will be provided at the City's recreational or sports facilities as generally located within the City. The Service Provider will not be required to obtain a business license with the City for the provision of the recreation services as set forth herein.
- 2. Term of Agreement:** The term of this Agreement will begin on the date that this Agreement has been executed by all parties hereto, and will end at midnight on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, subject to early termination as set forth below. The term of this Agreement may be either extended or renewed by the mutual agreement of the City and the Service Provider so long as such extension or renewal is manifested in a writing signed by the City and the Service Provider, and so long as such writing is attached to this Agreement as an addendum hereto. No agreement as to extension or renewal of the term of this Agreement will be binding on any party unless the provisions of this paragraph have been complied with.
- 3. Compensation for Services:** The City will compensate the Service Provider for the services pursuant to the provisions of the Compensation Schedule attached hereto as Exhibit B and incorporated herein by reference.
- 4. Method of Performing Services:** The Service Provider will determine the method, details and means of performing the Services. As such, unless the nature of the Services themselves dictates otherwise, the City will not require the Service Provider to keep set work hours, or to work any certain number of hours so long as the Services are completed within the limited scheduled times as mutually agreed upon by the parties to this Agreement; and unless the nature of the Services themselves dictates otherwise, the Service Provider will be free to follow their own pattern of work routine and scheduling.
- 5. Performance of Services, Other Considerations:** In the event that the Service Provider decides to use staff or other parties to help complete the Services, then the Service Provider will be responsible for supplying their own support staff, if any. Any and all personnel hired by the Service Provider, as employees, consultants, agents or otherwise (collectively and hereinafter referred to as "Staff") will be the sole responsibility of the Service Provider. The Service Provider will inform all Staff in writing at the time that such Staff are hired by the Service Providers that such Staff are not employees of the City and that the City has no present or future obligation to employ such Staff or provide such Staff with any compensation and/or employment benefits. The Service Provider will be solely responsible for the acts of such Staff and the Staff will conduct their activities at the Service Provider's risk, expense and supervision.
- 6. Withholding, Taxes and Benefits:** The Service Provider will be responsible for withholding, accruing and paying all income, social security and other taxes and amounts required by law for payments



to the Staff, if any. The Service Provider will also be responsible for all statutory insurance and other benefits required by law for the Service Provider and the Staff and all other benefits promised to the Staff by the Service Provider, if any.

**7. Compliance with Government Regulations:** Service Provider will at all times fully comply with all applicable state, county and municipal codes and regulations, and with all federal codes and regulations, including but not limited to, all regulations from the U.S. Department of Labor Occupational Safety and Health Organization (OSHA).

**8. Service Provider Responsible for Furnishing Materials:** The Service Provider will be solely responsible for furnishing all tools, materials, or other equipment required to perform the Services pursuant to the terms of this Agreement, unless the parties agree otherwise in a separate writing.

**9. Property and Casualty Insurance: SERVICE PROVIDER IS HEREBY ADVISED TO OBTAIN PROPERTY AND CASUALTY INSURANCE TO PROTECT ITS PROPERTY AND INTERESTS.** Service Provider will at all times be solely responsible for carrying such Property and Casualty Insurance as Service Provider deems necessary to protect its interests, including losses to Service Provider's property of any nature. Service Provider acknowledges that City has no obligation to provide coverage for any losses to the Service Provider's property or interests, and releases the City from all damages or losses which it might sustain as a result of any such losses or damages.

**10. Service Provider May Provide Services to Others:** Nothing in this Agreement will preclude the Service Provider from at any time performing work or services to third parties other than the City.

**11. Relationship Between City and Service Provider:** During the term of this Agreement, and unless expressly determined otherwise in writing executed by the City, the Service Provider and their Staff, if any, shall at all times be and be deemed to be independent contractors of the City. Neither the Service Provider nor any of his Staff is an employee or agent of the City for any purpose whatsoever, and shall not be entitled to paid vacation days, sick days, holidays or any other benefits provided to City employees. The Service Provider agrees that no income, social security or other taxes or amounts shall be withheld or accrued by the City for the Service Provider's benefit or for the benefit of Staff and no statutory insurance shall be written by the City on behalf of the Service Provider or the employees of the Service Provider. Neither the Service Provider nor any of the Staff will, under any circumstances, have any authority to act for or to bind the City or to sign the name of the City or to otherwise represent that the City is in any way responsible for Service Provider's acts or omissions. Neither the Service Provider nor Staff has or have any authority to create any contract or obligation, express or implied, on behalf of, in the name of, or binding upon the City. It is anticipated that the Service Provider will perform services as an independent contractor, employee, officer or director for parties other than the City during the Term.

**12. Indemnification:** The Service Provider will be responsible for the death or injury to the Service Provider or of any of the Service Provider's Staff, while in the performance of service of the terms of this Agreement. Additionally, the Service Provider will indemnify, defend, and hold the City harmless in respect to all losses, claims, causes of action, judgments, or expenses of any kind, including reasonable attorney fees and costs, arising in any way from any action or conduct of the Service Provider or their Staff, if any, while providing services to the City during the term of this Agreement.

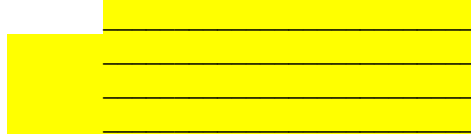
**13. Termination of Agreement and Subsequent Remedies:** A breach of this Agreement will occur if any party fails to observe and perform any provision or agreement herein; and either party may terminate this agreement immediately upon a breach of this Agreement by the other party. Additionally, either party hereto may terminate this Agreement for any reason, and without recourse from the other party, by providing thirty (30) days' written notice to the other party.



**14. Notices:** Any notices authorized or required to be given hereunder may be personally delivered to the person or persons whose names appear below, or by depositing the same in the United States mail, postage fully prepaid, certified, return receipt requested, and if intended for the City addressed as follows:

City of Bolivar  
ATTN: City Administrator  
P.O. Box 9  
Bolivar, Missouri 65613

and if intended for the Service Provider addressed as follows:



Either party will notify the other party as soon as is practicable upon the change of address for notification purposes. If properly addressed and mailed pursuant to the terms of this paragraph, delivery of notices will conclusively be deemed to have been made two days after mailing.

**15. Assignment:** Service Provider will not assign this Agreement without the prior written consent of the City, which consent may be withheld for any reason or no reason at all.

**16. Waiver:** All parties to this Agreement agree that the failure of any party to this Agreement to strictly enforce any term of this Agreement will not ever result in a waiver of such party to subsequently enforce the conditions of this Agreement.

**17. Severability:** In the event that any provision, paragraph, sub-paragraph, or sentence of this Agreement is declared to be invalid for any reason, it will not affect the validity of any other provision of this Agreement, and all other provisions, paragraphs, sub-paragraphs, and sentences will remain in full force and effect.

**18. Complete Agreement:** It is agreed and understood by all parties to this Agreement that this instrument constitutes the entire agreement between the parties, and that the terms and provisions of this Agreement are contractual and not mere recitals. No additional promises, agreements, and conditions have been entered into other than those expressly set forth in this Agreement. This Agreement may not be modified or amended without the written, signed consent of all parties to this Agreement.

**19. Choice of Law and Venue:** This instrument will be construed and enforced under the laws of the State of Missouri. Any Dispute Resolution or legal action arising hereunder will be handled in Polk County, Missouri, and all parties consent to the venue of such Court.

**20. No Third-Party Beneficiaries:** There are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either party.

**21. Binding Effect:** This Agreement will be binding upon and will inure to the benefit of the City, and their respective successors and assigns, and upon the Service Provider, and their heirs, personal representatives, successors and assigns.

THIS IS A BINDING LEGAL DOCUMENT. BEFORE SIGNING BELOW, THE PARTIES TO THIS AGREEMENT DECLARE THAT THEY ARE OF SOUND MIND AND ARE OTHERWISE LEGALLY CAPABLE OF ENTERING INTO THIS AGREEMENT, THAT THEY HAVE COMPLETELY READ THIS INSTRUMENT, AND THAT THEY FULLY UNDERSTAND ALL OF THE TERMS CONTAINED HERIN.

**City of Bolivar, Missouri**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
DATE

ATTEST

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

\_\_\_\_\_  
DATE

**Signature of Service Provider, or Service Provider's Agent**

\_\_\_\_\_

\_\_\_\_\_  
DATE

By, \_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
Social Security / EIN Number

\_\_\_\_\_  
Telephone Number

**SCOPE OF SERVICES SCHEDULE**  
(Exhibit A)

[HERE IS WHERE THE CITY WILL INSERT THE DESCRIPTION OF SERVICES TO BE PROVIDED]

**COMPENSATION SCHEDULE**  
**(Exhibit B)**

[HERE IS WHERE THE CITY WILL DETAIL THE COMPENSATION THAT WILL BE EARNED BY THE SERVICE PROVIDER – HOW MUCH, HOW OFTEN ETC.]