

**SERVICE AGREEMENT
FOR SERVICE OF FOUR LEASED REFUSE FRONT LOAD TRUCKS
BETWEEN
THE CITY OF COLUMBIA, MISSOURI,
AND
ELLIOTT EQUIPMENT COMPANY**

THIS AGREEMENT by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "CITY") and Elliott Equipment Company, a corporation registered to do business in the state of Missouri, and located at 14219 Norby Road, Grandview, MO 64030 (hereinafter "CONTRACTOR"), is entered into on the date of the last signatory noted below. CONTRACTOR and CITY are each individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, CITY has a need for lease and maintenance of four (4) refuse front load trucks for use in loading, compacting and transporting refuse to City's landfill; and

WHEREAS, CITY issued RFP #12/2025 for the lease and maintenance of four (4) refuse front load trucks; and

WHEREAS, CITY accepted CONTRACTOR's proposal for the lease of four (4) refuse front load trucks through Community Leasing Partners, a Division of Community First National Bank; and

WHEREAS, CITY has entered into a contract with Community Leasing Partners, a Division of Community First National Bank in reliance upon CONTRACTOR's representations and warranties set forth in this Agreement.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration the receipt and execution of which are hereby acknowledged, and CITY's execution of an Agreement with Community Leasing Partners, a Division of Community First National Bank for lease of four (4) refuse front load trucks, intending to be legally bound, do hereby agree as follows:

1. Agreement Documents. The following documents are incorporated into this Agreement:
 - a. CITY's Request for Proposal – Refuse Front Load Truck Units – Lease Agreement(s) # 12/2025
 - b. Elliott Equipment Company's response dated January 3, 2025 and BAFO Pricing
 - i. CITY selected the five (5) year term lease with balloon payment due one month following sixtieth (60th) payment, with the following refuse front load truck options:
 1. Line item 3 – transmission retarder: add \$10,999.00
 2. Line item 5 – spare tires: add \$4,270.00
 3. Line item 8 – hydraulic filter: add \$3,770.00
 4. Line item 12 – diesel engine: subtract \$58,000.00
 - c. Community Leasing Partners, a Division of Community First National Bank – Lease

In the case of a conflict between any provisions of the documents constituting this Agreement, the provisions of this Agreement shall control. The provisions of the documents incorporated by reference shall control in the order listed above.

2. **Services.** CONTRACTOR shall perform all services set forth in this Agreement in a diligent, competent and workmanlike manner. CONTRACTOR shall provide all service, maintenance, and repair at no additional cost (excluding wear, parts, and negligence). CONTRACTOR shall provide for the refuse front load trucks to be removed from site, if required for service or repair, and all transportation costs shall be at the expense of CONTRACTOR. CONTRACTOR shall supply to CITY equivalent refuse front load trucks, or pay five hundred dollars (\$500.00) per day as a fee to the City of Columbia, as set forth in section seven (7) of this Agreement.
3. **Compensation.** CONTRACTOR shall provide the Services at no additional cost to the CITY. CITY shall pay the monthly and balloon payments to Community Leasing Partners, a Division of Community First National Bank pursuant to CITY's agreement with Community Leasing Partners, a Division of Community First National Bank.
4. **Term.** This Agreement shall be in effect for the same term of the Community Leasing Partners, a Division of Community First National Bank contract and any extensions of the Community Leasing Partners, a Division of Community First National Bank contract.
5. **Termination by Mutual Agreement.** Termination of this Agreement can be made at the mutual written agreement of the Parties.
6. **Termination for Cause.** Either Party may terminate this Agreement for cause if the other Party has breached its obligations under this Agreement or in event of default in payment of the lease. The terminating Party must provide thirty (30) days advance written notice to the other Party of its intent to terminate, which notice shall include the reasons for the termination, and shall provide the other Party with an opportunity to cure the breach within the thirty (30) day period following notice from the terminating Party.
7. **Time of Completion and Liquidated Damages.** CONTRACTOR hereby agrees to complete the services described in this Agreement as required in the Agreement Documents. If the refuse front load truck(s) are down due to no fault of CITY, and not repaired or a loan replacement of equivalent refuse front load truck(s) supplied by CONTRACTOR within seven (7) working days (Monday through Saturday), CONTRACTOR shall pay to CITY, as liquidated damages, the sum of Five Hundred Dollars (\$500.00) per working day for each day the refuse front load truck(s) are down and not repaired or a loan replacement not supplied by CONTRACTOR. Except for parts and fluids associated with manufacturer recommended servicing as set forth herein, the refuse front load trucks have manufacturer warranty and warranty as set forth in this Agreement for parts, and CONTRACTOR's responsibility to provide free parts is limited to parts under such warranties. In addition, CONTRACTOR shall provide parts and fluids associated with manufacturer recommended servicing. This Agreement is conditional upon CITY following manufacturer recommended servicing of the refuse front load trucks, and failure resulting from failure to properly service the refuse front load trucks is not warranted. Such warranties are the exclusive warranties provided by CONTRACTOR, and any alleged implied warranty of merchantability or fitness for a particular purpose against CONTRACTOR is disclaimed.

**Elliott Equipment will work to make sure down trucks are back up and running in a timely manner. Some components on the chassis side have recently experienced supply chain issues due to variety of reasons. We have experienced this with several chassis manufacturers.*

8. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
9. Notices. Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

City of Columbia
Purchasing Department
ATTN: Purchasing Agent
P.O. Box 6015
Columbia, MO 65205-6015

If to CONTRACTOR:

Elliott Equipment Company
ATTN: Kevin Hilgendorf
14219 Norby Road
Grandview, MO 64030

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending Party if delivered by courier or U.S. mail.

10. No Third-Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under the Agreement.
11. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
12. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
13. General Laws. CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
14. Employment of Unauthorized Aliens Prohibited. CONTRACTOR agrees to comply with Missouri State Statute Section 285.530 in that CONTRACTOR shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, CONTRACTOR shall, by sworn affidavit and provision of documentation, affirm its

enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. CONTRACTOR shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. CONTRACTOR shall require each subcontractor to affirmatively state in its contract with CONTRACTOR that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. CONTRACTOR shall also require each subcontractor to provide CONTRACTOR with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

15. Equal Opportunity. The City of Columbia is an equal opportunity employer pursuant to federal, state and local law. CONTRACTOR shall comply with federal, state and local laws related to Equal Opportunity. CONTRACTOR shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law.
16. Missouri Anti-Discrimination Against Israel Act. To the extent required by Missouri Revised Statutes Section 34.600, CONTRACTOR certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the state of Israel; companies doing business in or with Israel; or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with the total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.
17. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
16. Hold Harmless Agreement. To the fullest extent not prohibited by law, CONTRACTOR shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any negligent act or failure to act of CONTRACTOR, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with CONTRACTOR or a subcontractor for part of the services), of anyone directly or indirectly employed by CONTRACTOR or by any subcontractor, or of anyone for whose acts the CONTRACTOR or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require CONTRACTOR to indemnify, hold harmless, or defend the City of Columbia from CITY's own negligence.
17. Insurance. CONTRACTOR shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits,

including endorsements described herein. The requirements contained herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by CONTRACTOR under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VIII.

Workers' Compensation & Employers Liability. CONTRACTOR shall maintain Workers' Compensation in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

Commercial General Liability. CONTRACTOR shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Auto Liability. CONTRACTOR shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, CONTRACTOR agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

CONTRACTOR may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse the CITY as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the CONTRACTOR and CITY. CONTRACTOR is required to maintain coverages as stated and required to notify CITY of a Carrier Change or cancellation within two (2) business days. CITY reserves the right to request a copy of the policy.

The Parties hereto understand and agree that CITY is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to CITY, or its elected officials or employees.

Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event CONTRACTOR fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, CITY shall have the right to cancel and terminate the Agreement without notice.

The insurance required by the provisions of this article is required in the public interest and CITY does not assume any liability for acts of the CONTRACTOR and/or their employees and/or their subcontractors in the performance of this Agreement.

18. Entire Agreement. This Agreement represents the entire and integrated Agreement between CONTRACTOR and CITY relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to CONTRACTOR's services described herein are superseded.
19. Taxes. CONTRACTOR will pay when due, or promptly reimburse CITY for payment of, all taxes imposed on the refuse front load trucks, or the lease payments. CONTRACTOR will also pay or reimburse CITY for all (i) license and registration fees, (ii) fines, penalties, interest, or additions to any tax, (iii) charges similar to those stated in clauses (i) and (ii) that are imposed in connection with the ownership, possession, use, or lease of the refuse front load trucks from the time the refuse front load trucks are purchased until they are returned to CONTRACTOR. CONTRACTOR will remain responsible for the payment, or reimbursement of, any such charges, regardless of when CITY receives notice of the charge. CONTRACTOR will prepare and file, in a manner satisfactory to CITY, all reports or returns required with respect to the refuse front load trucks. CONTRACTOR will reimburse CITY in full for any amounts that CITY pays or advances without regard to early payment discounts. CITY may estimate the amount of, and bill CONTRACTOR periodically in advance for, any charge. CITY will be responsible, however, for any difference between the estimated amount and the actual amount.
20. Transportation of refuse front load trucks for service. CONTRACTOR shall be solely responsible for the transportation and any costs associated with the transportation of the refuse front load trucks for warranty service when such servicing requires transportation off of CITY's property.
21. Counterparts and Electronic Signatures. This Agreement may be signed in on or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement on the day and the year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor / ek

CERTIFICATION: I certify that no additional funds shall be expended under this service and maintenance Agreement.

By: _____
Matthew Lue, City Director of Finance

ELLIOTT EQUIPMENT COMPANY

By: _____


Name: _____
Kevin M. Hefendort

Title: _____
Vice President

Date: _____
10/06/2025

ATTEST:

By: _____

Name: _____

Title: _____