

AGREEMENT
For
PROFESSIONAL SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
Missouri River Relief

THIS AGREEMENT (hereinafter "Agreement") between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and **Missouri River Relief**, with an address of **914 N College Ave Suite 5, Columbla, MO 65201**, (hereinafter "Consultant") is entered into on the date of the last signatory noted below (the "Effective Date").

WITNESSETH:

WHEREAS, City desires to engage the Consultant to render certain professional services as outlined in the Scope of Work in Exhibit A; and

WHEREAS, Consultant represents and warrants that Consultant is equipped, competent, and able to provide all of the professional services necessary or appropriate in accordance with this Agreement.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. **Services.** City agrees to engage the services of the Consultant and the Consultant agrees to perform the professional services outlined in Exhibit A. City may add to the Consultant services or delete therefrom activities of a similar nature, provided that the total cost of such work does not exceed the total cost allowance as specified herein. Consultant shall undertake such changed activities or prepare written reports only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City Manager and shall be accepted and countersigned by the Consultant.

2. **Subcontracts.** Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this Agreement by Consultant. None of the work or services covered by this Agreement shall be subcontracted or assigned without the written approval of City.

3. **Term.** The services of Consultant shall commence as soon as practicable after the execution of this Agreement, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the Agreement, but in any event, all of the services

required hereunder shall be completed by October 15th., 2019, unless the Parties agree otherwise, in writing.

4. **Payment.** City agrees to pay Consultant the sum of **Seven Thousand Dollars (\$7,000.00)** which shall constitute complete compensation for all services and payment of expenses to be rendered under this Agreement. Payment shall be made as follows: **one time payment.** It is expressly understood that in no event will the total amount to be paid to Consultant under the terms of this Agreement or any amendment thereto exceed the sum set forth in this paragraph unless otherwise agreed to in writing between the parties in advance of the provision of such services.

5. **Termination.** City shall have the right at any time by written notice to Consultant to terminate and cancel this Agreement, without cause, for the convenience of City. In such event, Consultant shall immediately stop work and City shall not be liable to Consultant except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Consultant for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed. Anticipatory profits and consequential damages shall not be recoverable by Consultant. Should City terminate this Agreement, Consultant shall refund any advance payment made and amount due to the City within thirty (30) days of the termination date.

6. **Notices.** Any notice, demand, request, or communication required or authorized by the 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:

**Storm Water Utility – Columbia Utilities
Department**
ATTN: Erin Keys
P.O. Box 6015
Columbia, MO 65205-6015

If to CONSULTANT:

Missouri River Relief
ATTN: Kristen Schulte
914 N. College Ave, Suite 5
Columbia, MO 65201

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 and on deposit by the sending party if delivered by courier or U.S. mail.

7. **Compliance with Laws.** Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

8. **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 Agreement, 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.

9. **Employment of Unauthorized Aliens Prohibited.** Consultant agrees to comply with Missouri Revised Statute Section 285.530 in that Consultant 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 the Consultant 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. Consultant 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. Consultant shall require any subcontractor to affirmatively state in its contract with Consultant 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. Consultant shall also require any subcontractor to provide Consultant 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.

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 person, so as to constitute any such person a third-party beneficiary under the Agreement.

11. **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.

12. **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.

13. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Consultant 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 act or failure to act, negligent or otherwise, of Consultant, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Consultant or a subcontractor for part of the services), of anyone directly or indirectly employed by Consultant or by any subcontractor, or of anyone for whose acts the Consultant or its subcontractor may be liable, in connection with providing these services. This provision does not, however,

require Consultant to indemnify, hold harmless, or defend the City of Columbia from the City of Columbia's own negligence.

14. **Professional Oversight Indemnification.** Consultant understands and agrees that City has contracted with Consultant based upon Consultant's representations that Consultant is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Consultant agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements, and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Consultant.

15. **Audit.** Consultant shall maintain financial records according to generally accepted accounting standards. City has the right, at its sole expense and during normal working hours, to examine the records of Consultant to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.

16. **Nondiscrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.

17. **General Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Consultant will be an independent contractor and not the City's employee for all purposes.

18. **Contract Documents.** This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Scope of Work

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement control.

19. **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.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF COLUMBIA, MISSOURI

By: _____ *BT*
City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____ *NT*
Nancy Thompson, City Counselor

CERTIFICATION: I, hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number 55806611-504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Director of Finance

(Seal)

Missouri River Relief

By: _____ *Kristen Schulte*
Name: Kristen Schulte
Title: Education Director
Date: 3/11/2019

ATTEST:

By: _____
Secretary or Witness

Name: _____

Scope of Work

Consultant will provide two programs focused on teaching Columbia, Missouri local youth about the Missouri River and other environmental issues. Support of these programs complies with the City's educational requirements under our EPA/DNR MS4 permit.

First Program: Missouri River Days Education Program

The "Missouri River Days" program shall educate students on watersheds and other environmental topics impacting the Missouri River. These programs will be a half-day field trip on the Missouri River at Eagle Bluffs Conservation Area, in Columbia, MO. This field trip will be offered to the entire 4th-grade at Columbia Public Schools during at least three specific times in the fall and spring school year.

The dates for the trips and the amount of attendants will be:

- April 19th, 2019—225 students + 18 Teachers
- April 22nd 2019-- 250 students + 20 Teachers
- April 24th 2019--325 students + 26 Teachers
- April 26th 2019--275 students + 22 Teachers
- August 26th 2019-- 250 students + 20 Teachers
- August 28th 2019-- 250 students + 20 Teachers
- August 30th 2019-- 250 students + 20 Teachers

Total 1,825 Students & 146 Teachers

Second Program: Missouri River All Stars After School Program

The "Missouri River All-Stars" program will take place in April of each year of this Agreement and provide 100 students from four (4) Columbia Public Schools with four (4) after-school programs and one (1) on-the-river experience to support their understanding of how various groups (i.e. scientists and farmers) perceive and experience environmental issues.

The program will support eight teachers to draw on their Missouri River All-Stars experience to develop NGSS aligned environmental science and engineering based lessons. They will then implement these lessons in their classrooms. These lessons will become part of the Missouri River issues curriculum development and taught at Columbia Public Schools District.

The dates and location for the after school programs will be:

- April 15th, 22nd, 29th, and May 6th— After School Programs with Fairview Elementary School with 25 students
- April 16th, 23rd, 30th, and May 7th— After School Programs with Battle Elementary School with 25 students
- April 17th, 24th, May 1st, and 8th— After School Programs with Midway Heights Elementary School with 25 students
- April 19th, 26th, May 3rd, and 10th—After School Programs with Benton STEM Elementary School with 25 students

· April 18th, 25th, May 2nd, and 9th—Curriculum Development with 8 Teachers from 4 Elementary Schools

· May 5th Missouri River All-Stars Field Trip with 100 students + 20 families + 8 Teachers

Total 100 Students + 8 Teachers + 20 Families