

CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 2015, by and between the City of Warrensburg, (herein "City") and _____ (herein "Recruiter").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - Recruiter shall provide the City with executive search and hiring services in connection with the Chief of Police position for the City of Warrensburg.

Recruiter agrees to provide all such services in a timely manner within a reasonable time after receipt of City directives. Recruiter agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Recruiter by the City or City's representative and to which the Recruiter prepares and submits a written proposal for services which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Recruiter work performed without a City approved written proposal for professional services.

2. **Compensation** - In consideration for the Recruiter's provision of services under this agreement, the City agrees to compensate the Recruiter for services rendered in accordance with the payment terms set forth in Recruiter's proposal attached hereto. Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Recruiter, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided.

3. **City Responsibilities** - City agrees to furnish Recruiter with all current and available information for each task or project assigned to Recruiter, along with any information necessitated by changes in work or services initiated by the City which may effect services rendered hereunder.

4. **Coordination of Work and Work Product** - Recruiter shall coordinate all work with the City's designated representative for each task or project assigned to Recruiter and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports and other documents or materials submitted by or to the City shall be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form.

5. **Protection of Work, Property and Persons** – [Intentionally omitted]

6. **General Insurance Requirements** - Recruiter will provide proof of its general

and professional liability coverages to the City before undertaking work for the City.

7. **Indemnification** - Failure of Recruiter to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Recruiter's obligations to maintain such insurance coverage and Recruiter shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Recruiter, its agents or employees.

8. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Recruiter's proposal for services, the Recruiter shall not delegate or subcontract any work to be performed by the Recruiter under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.

9. **Records** - To the extent not otherwise transferred to the City's possession, Recruiter agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Recruiter agrees to either retain all test products or samples collected by or submitted to Recruiter, or return same to the City as mutually agreed upon. In absence of agreement, Recruiter shall not dispose of test samples or products without notice to or consent by the City or the City's representative.

10. **Additional Services** - No compensation shall be paid for any service rendered by the Recruiter considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Recruiter prior to such authorization by the City shall be deemed a part of basic services for work performed under an City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Recruiter shall be entitled to no additional compensation.

11. **City Authorization** -When the term City is used in this agreement, it shall mean the government of the City of Warrensburg, Missouri or the City of Warrensburg City Council, as the context requires. Authorization by the City shall mean written instruction from the City Council or the City Manager. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City of Warrensburg City Council or City Manager. In this regard, it is understood and agreed that the Recruiter shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms

and conditions of this agreement, or as authorization for compensation for services except as may be approved by the City Council or City Manager in writing. When the term City's representative is used, it shall mean the City Manager or her designee as specified in writing.

12. **Period of Services and Termination** – Recruiter shall perform the services in full within the period specified in the proposal. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Recruiter written notice of termination. Upon receipt of such notice, Recruiter shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Recruiter shall deliver any and all work product including drawings or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Recruiter shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Recruiter shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Recruiter prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Recruiter upon not less than seven days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Recruiter. In the event of termination by the Recruiter, the other provisions concerning termination contained in this paragraph shall be applicable.

13. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Johnson County, Missouri and that Johnson County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

14. **Certification of Lawful Presence / Work Authorization** - Recruiter will complete the required certifications of lawful presence and, if the contract is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto.

15. **Nature of Relationship** - Recruiter herein is an independent Recruiter and shall not act as an agent for the City, nor shall Recruiter be deemed to be an employee of the City for any purposes whatsoever. The Recruiter shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.

16. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

RECRUITER

CITY OF WARRENSBURG, MISSOURI

By

By

City Manager

Title

Dated:

Dated:

ATTEST:

City Clerk

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

