

CONSULTANT SERVICES AGREEMENT

This agreement dated this ____ day of _____, 2023, by and between the City of Camden (herein 'City') and _____ (herein 'Consultant').

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** – Consultant shall provide the City with professional financial audit services according to the scope of work set forth in the City's Request for Proposals, and Consultant's proposal, all attached hereto and incorporated herein.

Consultant agrees to provide all such services in a timely manner within a reasonable time after receipt of City directives. Consultant 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 request for proposals provided to the Consultant by the City or City's representative and to which the consultant 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 Consultant work performed without a City approved written proposal for professional services.

2. **Compensation** – In consideration for the Consultant's provision of services under this agreement, the City agrees to compensate the Consultant for services rendered in accordance with the payment terms set forth in Consultant's proposal attached hereto. Payments shall be made within thirty (30) days of receipt of the invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. The agreed scope of services and rate of compensation at present if to the initial term of services.
3. **City Responsibilities** – City agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changed in work or services initiated by the City which may affect services rendered hereunder.
4. **Coordination of Work and Work Product** – Consultant shall coordinate all work with the City's designated representative for each task or project assigned to Consultant and submit to the City's representative all work product in written or graphic form (and in electronic form in requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the City shall be considered property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment.
5. **Protection of work, Property and Persons** – The Consultant will be responsible for initiating, maintaining and supervising all safety precautions and programs for its employees in connection with the services provided under this Agreement. The Consultant will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees providing work under this Agreement and other persons who may be affected thereby.

6. **General Insurance Requirements** – Consultant will provide proof of its general and professional liability coverages to the City before undertaking work for the City.
7. **Indemnification** – Failure of Consultant 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 consultant's obligations to maintain such insurance coverage and Consultant 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 Consultant, its agents or employees.
8. **Delegation and Subcontracting** – Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant 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 and Samples** – To the extent not otherwise transferred to the City's possession, Consultant agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transaction 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, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant or return same to the City as mutually agreed upon. In absence of agreement, Consultant 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 Consultant 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 Consultant prior to such authorization by the City shall be deemed a part of basic services for work performed under a City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant 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 Camdenton, Missouri or the City of Camdenton City Council as the context requires. Authorization by the City shall mean written instruction from the City Council or the City administrator. 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 Camdenton City Council or City Administrator. In this regard, it is understood and agreed that the Consultant 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 the agreement, or as authorization for compensation for services except as may be approved by the City Council or City Administrator in writing. When the term City's representative is used, it shall mean the City Administrator, or their designee as specified in writing.
12. **Period of Services and Termination** – Consultant will provide its services as described in the proposal until completion, or until termination of those services by the city. The initial term of this Agreement shall be for years 2023 through 2027, inclusive. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written

notice of termination. Upon receipt of such notice, Consultant 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 Consultant 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 Consultant 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 Consultant shall give the city the opportunity to review and evaluate all work upon which the invoice is based in the in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the City shall substantially fail to perform in accordance with he terms and conditions of this agreement through no fault of the Consultant. In the event of termination by the Consultant, 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 Camden County, Missouri and that Camden 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. **Nature of Relationship** – Consultant herein is an independent Consultant and shall not act as an agent for the City, nor shall Consultant be deemed to be an employee of the City for any purposes whatsoever. The Consultant shall not enter into any agreement or incur any obligations on the City’s behalf or commit the City in any manner.
15. **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.

CONSULTANT

By: _____

Title: _____

Date: _____

CITY OF CAMDENTON, MISSOURI

By: _____

John D. McNabb, Mayor

Date: _____

ATTEST:

Renée Kingston, MMC/MPCC
Assistant City Administrator/City Clerk