

**AGREEMENT FOR SERVICES**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024. by and between the Mid-Continent Public Library (hereinafter “MCPL”), and \_\_\_\_\_ (hereinafter “Contractor”).

**WITNESSETH:**

**WHEREAS**, Library wishes to secure the services of \_\_\_\_\_ for \_\_\_\_\_ (hereinafter “Project”); and

**WHEREAS**, the Library Director and CEO is authorized by MCPL Board of Trustees to execute such agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this contract shall be the date the contract is signed by MCPL.

**ARTICLE 2 - SERVICES TO BE PERFORMED**

MCPL and Contractor shall provide services as identified in **Exhibit A – Bid Packet (Request for Proposal, Contractor Proposal, and Bid Award)**, attached hereto, and incorporated by reference.

**ARTICLE 3 - PERIOD OF SERVICE**

The Project services shall be performed on \_\_\_\_\_.

**ARTICLE 4 – COMPENSATION AND PAYMENT**

For services performed, MCPL shall pay the Contractor an amount not to exceed \$\_\_\_\_\_. (\_\_\_\_\_ dollars and \_\_\_\_\_ cents).

MCPL's payment terms are Net 30. Payment will be made by MCPL within thirty (30) days of receipt of the complete invoice. MCPL's preferred method of payment is via credit card with no added fees, where practicable. If credit is not acceptable the payment will be made by ACH or check.

**ARTICLE 5 – TERMINATION OF CONTRACT**

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit A** shall constitute a breach of the contract, and the MCPL shall thereupon have the right to immediately terminate the contract. The MCPL shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of these methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, and materials as required of the Contractor under this contract shall at the option of the MCPL become its property, and the Contractor shall be entitled

to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the MCPL for damages sustained by the MCPL by virtue of any such breach of the contract by the Contractor.

b. **Termination for Convenience.** The MCPL shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the MCPL, and Contractor shall immediately stop work. In such event MCPL shall not be liable to Contractor 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 Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

c. **Subject to Non-Appropriation.** The MCPL is obligated only to pay its obligations set forth in this Contract from funds lawfully appropriated and budgeted for that purpose during the MCPL's then current fiscal year. The MCPL's obligations under this Contract are current expenses subject to the "budget law" and the unfettered legislative discretion of the MCPL concerning budgeted purposes and appropriation of funds. Should the MCPL elect not to appropriate and budget funds to pay its Contract obligations, this Contract shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the MCPL shall be relieved of any subsequent obligation under this Contract. The parties agree that the MCPL has no obligation or duty of good faith to budget or appropriate the payment of the MCPL's obligations set forth in this Contract in any budget in any fiscal year other than the fiscal year in which this Contract is executed and delivered. The MCPL shall be the sole judge and authority in determining the availability of funds for its obligations under this Contract. The obligation of the MCPL to make any payment pursuant to this Contract is not a general obligation or indebtedness of the MCPL. Contractor hereby waives any and all rights to bring any claim against the MCPL from or relating in any way to the MCPL's termination of this Contract pursuant to this section.

## **ARTICLE 9 – CONFLICTS**

No salaried officer or employee of the MCPL and no member of the MCPL Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

## **ARTICLE 10 – ASSIGNMENT**

The Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the MCPL thereto. Provided, however, that claims for money due or to become due to the Contractor from the MCPL under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the MCPL. Any such assignment is expressly subject to all rights and remedies of the MCPL under this contract, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment

shall require the MCPL to give any notice to any such assignee of any actions which the MCPL may take under this contract, though MCPL will attempt to so notify any such assignee.

**ARTICLE 11 – DISCRIMINATION**

The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

**ARTICLE 12 – OCCUPATIONAL LICENSE**

The Contractor shall obtain and maintain an occupational license if required by local laws and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. Contractor shall not purchase materials or begin work on this contract until licenses have been obtained.

**ARTICLE 13 – COMPLIANCE WITH LAWS**

Contractor agrees to comply with all applicable federal, state, and local laws, including but not limited to “prevailing wage” and “Davis-Bacon,” or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by contractor is current.

**ARTICLE 14 – AMERICAN MADE PRODUCTS**

Pursuant RSMo 34.353, as amended, if this contract is for more than \$25,000.00, and is for the purchase or lease of manufactured goods or commodities by the MCPL, or is a contract with the MCPL for construction, alteration, repair, or maintenance of any public works, then any manufactured goods or commodities used or supplied in the performance of this contract or any subcontract thereto shall be manufactured or produced in the United States, unless that requirement is determined to not apply or be exempted based on the provisions in said referenced statute.

**ARTICLE 15 – GENERAL INDEPENDENT CONTRACTOR CLAUSE**

This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the MCPL's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, Missouri Prevailing Wage requirements, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This contract shall not be construed as creating any joint employment relationship between the Contractor and the MCPL, and the MCPL will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

**ARTICLE 16 – LIBRARY BENEFITS**

The Contractor shall not be entitled to any of the benefits established for the employees of the MCPL nor

be covered by the Worker's Compensation Program of the MCPL.

**ARTICLE 17 – INSURANCE**

Unless specifically outlined in the Request for Proposal, Contractor agrees to maintain insurance as set forth below, and provide to MCPL certificates of coverage evidencing said coverage at the time of signing this contract and on each anniversary of such insurance coverage during the term of this contract and any renewals, which certificates shall contain a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the MCPL, but, in any event, the Contractor, any time after the contract has been signed, shall notify the MCPL of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the MCPL a copy of the insurer's cancellation, termination or nonrenewal notice to Contractor within two (2) business days of Contractor's receipt of said notice. Contractor shall also advise the MCPL in writing within two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of the policy. (If the MCPL gives written permission for some of the work under this contract to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the MCPL and Contractor are listed as an additional insured on all of subcontractor's policies):

- a. Comprehensive General Liability: Minimum limit \$1,000,000 combined single limit, \$2,000,000 annual aggregate for bodily injury and property damage per occurrence with MCPL named as an additional insured on the policy.
- b. Comprehensive Automobile Liability: \$1,000,000 combined single limit with MCPL named as an additional insured on the policy.
- c. Workers' Compensation: Statutory requirements, if required by law.

The provision of insurance shall not be construed, nor is intended, to be a waiver of sovereign immunity or any other defense available to MCPL, its officers, agents, or employees except to the extent insurance coverage is actually provided.

**ARTICLE 18 – LIABILITY AND INDEMNITY**

The parties mutually agree to the following:

a. In no event shall the MCPL be liable to the Contractor for special, indirect, or consequential damages, except those caused by the MCPL's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the MCPL shall be limited to the amount of money to be paid or received by the MCPL under this contract.

b. The Contractor shall defend, indemnify, and hold the MCPL and its appointed officials, officers, employees and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Contractor or the Contractor's agents, employees, sub-contractors or by others for whom Contractor is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this contract.

c. The Contractor shall indemnify and hold the MCPL harmless from all wages or overtime

compensation due its employees in rendering services pursuant to this contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

d. This contract is not intended to act as a waiver or limitation of MCPL, or any of its officer's, agent's, or employee's rights and/or defenses with regard to sovereign or any other immunity or defense under Federal Law, Missouri Law, or Regulation.

**ARTICLE 19 – ENROLLMENT IN WORK AUTHORIZATION PROGRAM AND AFFIDAVIT CONCERNING EMPLOYMENT OF UNAUTHORIZED ALIENS**

If this contract, awarded to a business entity, is in excess of \$5,000, the business entity, and any subcontractors of the business entity, shall, by sworn affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services; and that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.*

The following Affidavit shall be used by the contractor and any subcontractors that are required to sign affidavits:

**Affidavit of Compliance**  
**Missouri Revised Statute Section 285.530.2**

Now this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ being duly sworn upon his or her oath states:

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of: \_\_\_\_\_ (the "Entity").  
(name of corporation, LLC, sole partnership or partnership)
3. I am authorized to make this affidavit on behalf of the above-named Entity.
4. I state that the above-named Entity is enrolled and is currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5. Further, the above-named Entity does not knowingly employ any person who is an unauthorized alien.
6. Further, the above-named Entity has performed an electronic verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a federal I-9 form before it began participating in E-Verify.
7. Attached to this affidavit is a true and accurate copy of this company's Memorandum of Understanding with the United States concerning the use of E-Verify.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_, I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

**ARTICLE 20 - ANTI-DISCRIMINATION AGAINST ISRAEL ACT**

If this Agreement has a total potential value of \$100,000 or more and Contractor has ten or more employees, the following applies. Pursuant to Section 34.600, RSMo. and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo.

**ARTICLE 21 - CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT**

Either party may request changes within the general scope of this Contract. If a requested change causes an increase or decrease in the cost or time required to perform this contract, MCPL and Contractor will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or formal modification.

**ARTICLE 22 – PROFESSIONAL RESPONSIBILITY**

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

**ARTICLE 23 - DELAY IN PERFORMANCE**

Neither MCPL nor Contractor shall be considered in default on this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either MCPL or Contractor under this contract. If such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this contract.

**ARTICLE 24- SUCCESSORS AND ASSIGNS**

MCPL and Contractor each bind itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the contract and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this contract.

**ARTICLE 25 - THIRD PARTY RIGHTS**

Nothing in this contract shall be construed to give any rights or benefits to anyone other than MCPL and Contractor.

**ARTICLE 26 – NOTICES**

All notices required or permitted under this contract are required to be in writing and may be given by first class mail addressed to MCPL or Contractor at the addresses shown above or by hand delivering a copy of the same to the MCPL or Contractor or may be given by any combination of these methods. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

**ARTICLE 27 – GOVERNING LAWS**

This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this contract be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence.

**ARTICLE 28 - EXHIBITS**

The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Bid Packet (Request for Proposal, Contractor Proposal, and Bid Award)

MCPL and Contractor, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

**ARTICLE 29 – ENTIRE CONTRACT**

This contract contains the entire contract of the parties. No modification, amendment, or waiver of any of the provisions of this contract shall be effective unless in writing specifically referring hereto and signed by both parties.

**THIS AGREEMENT** shall be binding on the parties thereto only after it has been duly executed and approved by MCPL and Contractor.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CONTRACTOR**

**MID-CONTINENT PUBLIC LIBRARY**

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

\_\_\_\_\_  
Library Director and CEO

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Services Director