

IN THE CITY OF META, MISSOURI

BILL NO. 2019-04

ORDINANCE NO. 531

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONSULTANT SERVICES AGREEMENT WITH LINDA BODE APRIL 1, 2019 THROUGH October 1, 2019.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF META, MISSOURI, AS FOLLOWS:

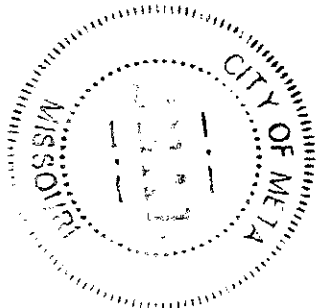
- Section 1. The Board of Aldermen for the City of Meta, Missouri, hereby authorizes Mayor Harold Libbert to enter into a consultant services agreement with Linda Bode to provide training and any other assistance for the new city clerk.
- Section 2. The contract shall be in substantially the form and upon the terms as the attached agreement.
- Section 3. This ordinance shall be in full force and effect upon final passage and approval.

FIRST READING HELD THIS 13th DAY OF MARCH, 2019.

SECOND READING HELD THIS 13th DAY OF MARCH, 2019.

ALDERMEN	AYE	NAY
Lawrence Hoffman	✓	_____
Christine Peach	✓	_____
Ivie Helton	✓	_____
Otto Wankum	✓	_____
Mayor Harold Libbert (in case of a tie vote)	_____	_____

(SEAL)



Harold Libbert

 Harold Libbert, Mayor

ATTEST:

Mary K. Plassmeyer

 Mary K. Plassmeyer, City Treasurer

CONSULTANT SERVICES AGREEMENT

This Agreement dated this 13 day of March 2019 by and between Linda C. Bode ("Consultant") and The City of Meta ("Customer") having a principal place of business at 101 South Locust St, Meta, Missouri.

WITNESSETH

WHEREAS, the Customer and the Consultant intend this document will set forth the Terms and Conditions and Work necessary for consultant services, more particularly described within:

NOW, THEREFORE, the Consultant and the Customer (each a "**Party**", together referred to as the "**Parties**"), have agreed that the Consultant will provide certain consulting Services, as described below, to the Customer, and have agreed to the following terms.

1. **Scope of Services.** "Services" means **training the new city clerk in the duties and responsibilities of a city clerk and/or water clerk for the City of Meta, in the State Missouri. The Consultant also agrees to transcribe her notes/instructions into a manual format from the time she was employed as City of Meta City Clerk/Water Clerk from June 1, 2016 to March 28, 2019.**

In the event that additional assignments are agreed upon between the Consultant and the Customer, the parties shall execute addendums to this Agreement describing the additional assignments, including the fees, schedule and deliverables for that specific assignment.

2. **Delivery of Services.** The Services shall be performed only by the Consultant.
3. **Term of Agreement.** The Services will begin **APRIL 1, 2019**, and will continue until the "Scope of Services" is satisfied; but not to exceed a period of 6 months. This Agreement will terminate October 1, 2019 or as terminated pursuant to this Agreement.
4. **Fee for Services.** The Consultant shall deliver monthly invoices to the Customer as agreed to by the Parties. The Customer shall pay to the Consultant at a rate of \$14.00 **PER HOUR** during the term of this Agreement.
5. **Expenses.** The Consultant shall assume responsibility for all expenses.
6. **Services.** The Consultant shall perform the Services to the best of its ability and to a standard of a reasonable professionalism within the industry of the Services.
7. **Time of Services.** The Consultant agrees to devote as much productive time, energy, and ability to the performance of its duties under this agreement as may be necessary to provide the required Services in a timely and productive manner.
8. **Conflicts.** The Consultant shall not be restricted in delivering its services to other individuals or businesses while the Services are being delivered to the Customer, unless doing so would be in conflict with the interests of the Customer.
9. **Confidential Information.**

10. **“Confidential Information”** means all information and data, including, but not limited to, all business, planning, performance, financial, product, trade secrets, technical, sales, marketing, contractual, employee, Consultant and customer information and data, disclosed orally, in writing or electronically to the Consultant by the Customer hereunder. Confidential Information shall not include information which (i) is or becomes generally available to the public without the Consultant’s fault, (ii) is lawfully obtained by Consultant from a third party or parties unconnected to the Customer, without breach of any confidentiality obligations hereunder, or (iii) is required to be disclosed by law.
11. The Consultant shall keep confidential all Confidential Information disclosed to it and shall take all necessary precautions against unauthorized disclosure of the Confidential Information. The Consultant shall not directly or indirectly disclose, permit access to, transmit or transfer any Confidential Information to any third party without the prior written consent of Customer. The Consultant shall not use or copy any Confidential Information except as may be reasonably required to perform the Services.
12. The Consultant acknowledges that the Customer has or may receive in the future from third parties its confidential or proprietary information subject to a duty on the part of the Customer to maintain the confidentiality of such information and to use it only for certain limited purposes related to the Services. The Consultant shall hold all such confidential or proprietary information in the strictest confidence and shall not disclose it to any person or organization or use it except as strictly necessary in providing the Services in a manner consistent with the Customer’s agreement with such third party.
13. The Consultant acknowledges and agrees that monetary damages may not be an adequate remedy to compensate the Customer for any breach of the Consultant’s obligations under this Agreement regarding Confidential Information. Accordingly, the Consultant agrees that, in addition to any and all other remedies available to Customer under this Agreement or at law or in equity, the Customer shall be entitled to obtain permanent injunctions to enforce such obligations.
14. **Termination without Notice.** The Customer or the Consultant may terminate this Agreement (the **“Terminating Party”**) at any time in the event that either of the Parties breaches any part of this Agreement (the **“Breaching Party”**), so long as prior written notice is given by the Terminating Party and the breach is not remedied by the Breaching Party within 30 Business Days, defined as any day that is not a Saturday, Sunday or Statutory Holiday in the jurisdiction set forth at Section 28 herein.
15. **Termination with Notice.** Either Party may terminate this Agreement at any time for convenience with 10 Business Days prior written notice to the other Party.
16. **Provisions Operating following Termination.** Following the termination of this Agreement for any reason, with or without cause, the provisions of paragraph 18 and any other provisions of this Agreement necessary to give those paragraphs power shall continue in full force and effect.
17. **Assignment.** This Agreement shall be to the benefit of, and binding upon, the successors and permitted assigns of the Parties. The Consultant may not assign its rights or obligations under this Agreement without the prior written consent of the Customer.
18. **Amendments.** Any amendment to this Agreement must be in writing and signed by both Parties to be valid and binding.
19. **Severability.** Each of the paragraphs contained in this Agreement is unique and severable. In the event that any section, provision or part of this Agreement is declared invalid, illegal or

unenforceable, the remaining parts of this Agreement shall remain in full force and effect and such declaration shall not affect the validity or enforceability of any other parts of this Agreement.

20. **Governing Law and Forum.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Missouri and the federal laws applicable therein. Any disputes arising from this Agreement or between the Parties with respect to the Services shall be resolved in a court of competent jurisdiction in the City of Meta.
21. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter described in this Agreement, and supersedes and replaces in its entirety all previous agreements, communications and understandings relating to the matters referred to in this Agreement.
22. **Notices.** Any notice to be made or given under this Agreement shall be delivered in writing and may be made by personal delivery or by electronic mail to the following recipient at the addresses below:

TO: **CUSTOMER'S EMAIL ADDRESS:** cityofmetamo@outlook.com

TO: **CONSULTANT'S EMAIL ADDRESS:** lbode@mchsi.com

Notice given by personal delivery shall be deemed to have been given on the day of delivery, and if given by registered mail, on the third day following delivery of the notice.

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IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth below.

CUSTOMER:

Name: **Mayor Harold Libbert**

Company: **City of Meta
PO Box 65
Meta, MO 65058**

CONSULTANT:

Name: **Linda Bode
PO Box 128
Meta, MO 65058**

Customer:
By: _____
(Signature)

Print Name: HAROLD LIBBERT

Title: Mayor Harold Libbert

Date: March 13, 2019

Consultant:
By: Linda C. Bode
(Signature)

Print Name: LINDA C. BODE

Title: Consultant

Date: March 13, 2019

ATTEST: Mary K. Plassmeyer
Mary K. Plassmeyer, City Treasurer

SEAL:

