AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, is made and entered into this ____day of _____, 2026, ("effective date"), by and between the City of Joplin, a municipal corporation of the State of Missouri, with principal place of business located at 602 S Main St, Joplin, hereinafter referred to as the "City," and Crafton, Tull & Associates, Inc., with principal place of business located at 10825 Financial Centre Parkway, Ste 300, Little Rock, AR 72211-3554, hereinafter referred to as the "Consultant;" and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render professional planning services in connection with the development of Joplin Area Transportation Study Organization (JATSO) Bicycle & Pedestrian Plan and Joplin Active Transportation Plan updates to identify and plan for future transportation enhancements; and

WHEREAS, the Consultant submitted 2026-RFP-12 Response attached hereto, including agreed upon pricing conditions, and Federal Professional Services/A&E Contract Clauses Exhibit A, and incorporated herein as Exhibit B dated February 13, 2026; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, the parties to the contract agree to the following:

1. **Scope of Work and Payment**

   a. The City agrees to engage the Consultant and the Consultant agrees to perform the services set forth in Exhibits B within the time specified therein.

   b. City agrees to pay Consultant for the performance of the Scope of Services a not to exceed amount of One Hundred Forty-Nine Thousand Nine Hundred Fifty and 00/100 Dollars ($149,900.00) upon presentation of proper invoice and inspection by City of work completed by Consultant.

   c. The term of the contract shall be effective for one year from the effective date of this agreement, and may be renewed for one additional year at the discretion of the City.

   d. The services of the Consultant shall commence only as authorized in writing by City according to written notices and shall be undertaken and completed as promised by the Consultant in Exhibit B.

   e. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

f. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

g. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

2. **Termination.** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. In either such event, all finished or unfinished project materials prepared by the Consultant shall, at the option of the City, become its property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

3. **Assignment.** The Consultant 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 City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City 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 City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, 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 City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

4. **Amendments.** The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

5. **Attorney's Fees and Expenses.** If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

6. **Choice of Law and Venue.** This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

7. **Compliance with Laws.** Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

8. **Confidentiality.** Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

9. **Consequential Damages.** In no event shall City be liable to Contractor for special, indirect, or consequential damages.

10. **Contract Documents.** The contract documents shall consist of the following: this Agreement and the City's Request for Proposal and Consultant's Response to Bid. In the event of conflict between the contract documents, this Agreement shall prevail. In the event of conflict between the City's Request and Consultant's Response to Bid, the City's Request for Proposal shall prevail.

11. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

12. **Entire Agreement.** This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

13. **Ethics.** Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

14. **Fiduciary Duty.** Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

15. **Headings.** The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

16. **Indemnification.** Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Consultant, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, the

negligently performed services under this agreement, except to the extent arising from or caused by the negligence or willful misconduct of the City, its agents or employees.

17. **Independent Contractor.** This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

18. **Consultant's Responsibility for Subcontractor**. It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractor, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractor to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractor and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

19. **Insurance.** Consultant shall maintain for itself general liability, automobile liability, workers' compensation, fidelity bond, and errors and omissions insurance coverage, as may be customary in the industry, but in no event, less than the limits required by law.

20. **Non-Appropriation**. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

21. **Entire Agreement.** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

22. **Waiver.** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be

adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

24. **Representations.** The signatories hereto represent that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

25. **Severability.** If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN	**CRAFTON, TULL & ASSOCIATES, INC.**
By:_____	By:_____
Troy Bolander, Planning Director	Julie Luther Kelso, Vice President/Planning