**EXHIBIT "A"**

**PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF JOPLIN AND AREA AGENCY ON AGING REGION X.**

This Agreement, made and entered into this _____ day of _____, 2025, is by and between Area Agency on Aging Region X., a Missouri nonprofit corporation ("Agency on Aging"), and the City of Joplin, Missouri, a Missouri constitutional charter city ("City").

WITNESSETH:

WHEREAS, the Agency on Aging provides many community services to Joplin's senior population; and

WHEREAS, the Federal Government shutdown that has occurred in 2025 has resulted in a loss of funding, the City has determined that it is in the best interests of the City, and important to the general welfare of the City, to compensate Agency on Aging for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and Agency on Aging agree as follows:

## I. SCOPE OF SERVICES

Agency on Aging will provide the following services ("Services"):

*A.* Continued operations of the Senior Center. *The Agency on Aging shall utilize City funding for the purposes of maintaining the operations of the Senior Center located at 2616 S Picher Ave by keeping the facility open, appropriately staffed, and ensuring the daily maintenance and cleanliness of the facility.*

B/ Senior Citizen Meal Program. *The Agency on Aging shall continue the Senior Citizen Meal Program services by providing lunch to all qualified patrons, Monday through Friday, 11:30am to 12:30pm and continue the Homebound meal delivery program for eligible clients 60 years and over.*

## II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from November 4, 2025 to December 4, 2025, and shall be automatically renewed for two (2) additional thirty (30) day terms, unless notification is given of intent not to renew by either party in writing, no less than seven (7) days, prior to the date of automatic renewal, and subject to appropriation by the City Council as contemplated herein, or unless the federal government shutdown ends.

III. **COMPENSATION, METHOD OF PAYMENT & RECOUPMENT**

The City hereby agrees to compensate Agency on Aging for the Services as outlined in Section I (A-B) in a monthly amount of Sixty Thousand One Hundred Ninety-Nice Dollars ($60,199.00), to be paid on a weekly basis in the amount of Fifteen Thousand Forty-Nine Dollars and Seventy-Five Cents ($15,049.75). All compensation for the Services is subject to appropriation by the City Council.

In the event that the Agency on Aging receives federal funding for the time period that the City subsidizes their operations pursuant to this Agreement, it shall repay the City for all amounts given to Agency on Aging under this Agreement.

IV. **AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW**

Agency on Aging shall permit an authorized representative of the City to inspect and audit all data and records of Agency on Aging related to their performance under this Agreement.

V. **SUBCONTRACTS**

Agency on Aging and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

VI. **NON-DISCRIMINATION PROVISIONS**

Agency on Aging will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age.

VII. **COMPLIANCE WITH THE LAW**

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

VIII. **CONFLICT OF INTEREST\POLITICAL ACTIVITY**

The elected officials, public officials, employees and agents of the City shall comply with all applicable laws and regulations relating to conflicts of interest with regard to the work and compensation covered by this Agreement.

Agency on Aging shall not use the compensation paid through this Agreement for political activities or legislative activities. For the purpose of this Agreement, the terms “political activities” and “legislative activities” shall have the meanings ascribed to them by the Internal Revenue Service.

IX. **INDEPENDENT CONTRACTOR**

Agency on Aging is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

## X. INDEMNIFICATION

Agency on Aging shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of Agency on Aging or its agents, employees, or subcontractors, arising out of or in any way connected with the subject matter of this Agreement or the work or operations expressly authorized herein; provided, however, that Agency on Aging need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom Agency on Aging has contracted for additional services under the terms of the Agreement.

## XI. CANCELLED, TERMINATION OR SUSPENSION

A. This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate the Agreement at any time, with or without cause. The City may terminate this Agreement immediately if funds are not appropriated by the City Council for the Services described herein, or if the federal government shutdown ends.

B. In the event of termination, Agency on Aging shall refund to the City a pro-rated portion of the compensation paid pursuant to section III above. Agency on Aging shall refund the pro-rated amount to the City within 30 days of the effective date of termination.

## XII. NOTICE

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Manager
City of Joplin, Missouri
602 S Main St
Joplin, Missouri 64801

Notice to Agency on Aging shall be addressed to:

Chief Executive Officer
Area Agency on Aging, Region X
PO Box 3990/531 E. 15th St.
Joplin, MO 64803

XIII. **AMENDMENTS**

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and Agency on Aging mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

XIV. **SEVERABILITY**

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

XV. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of not further force or affect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

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| CITY OF JOPLIN, MISSOURI | AREA AGENCY ON AGING, REGION X |
| A Missouri constitutional charter city | A Missouri nonprofit corporation |
| _____ | _____ |
| Nicholas Edwards, City Manager | Jennifer Shotwell, Chief Executive Officer |
| ATTEST: | ATTEST: |
| _____ | _____ |
| Holly Nagy, *City Clerk* | Secretary |

Approved as to Form

*City Attorney's Office*