

This AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_ 2017, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter referred to as "City,") and Holmes Murphy & Associates LLC, an Iowa Limited Liability Company duly authorized to do business in the State of Missouri (hereafter referred to as "Service Provider.")

Witnesseth:

WHEREAS, Service Provider has offered to provide the services described in PART I; in consideration of the payment terms described in PART II; subject to the Insurance Requirements described in PART III; and subject to the General Conditions described in PART IV; and

WHEREAS, City desires to engage Service Provider to perform such services.

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

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No.2017-060 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
3. Agreement to Forego Receipt of Commissions. In consideration of the services set forth above, and except as expressly provided in PART II, Service Provider agrees that it will seek to have all placements referenced above made on a net of commission basis.  
  
In the event a carrier will not comply with this request or it is not in the City's' best interest, any such commissions will be disclosed to the City and either deducted from the premium billed to the City, in the case of agency-billed placements, or, in the case of direct-billed placements, returned to the carrier with the request that the carrier either credit the commission amount toward the City's premium obligation or return it directly to the City. If any carrier refuses to credit or return commission on a direct-billed placement to the City, Service Provider will return the commission directly to the City. The City acknowledges and agrees that any contemplated commission deduction, premium credit request or return of commission to a carrier or the City will be done to accomplish and maintain the total agreed-upon compensation to the Service Provider and is not an inducement to purchase or renew coverage through the Service Provider.
4. Pricing. The payment terms for the initial term of this Agreement as well as subsequent automatic renewals is outlined in the attached PART II.
5. Fund Allocation. Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Service Provider understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
6. Term. The initial term of this Agreement shall be from the date first written above until December 31, 2017. This Agreement shall automatically renew for four (4) additional one (1) year renewal periods, beginning on January 1, 2018 and continuing each year until final expiration on December 31, 2021, unless City gives written notice of non-renewal at least thirty days prior to expiration of the current contract term.

7. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of the City Attorney

**SERVICE PROVIDER:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date