

## **SERVICE AGREEMENT**

This Agreement is entered into this 1 day of December, 2016, by and between The Britton Group LLC, ("Consultant"), and the City of Lee's Summit, Missouri, ("City") a municipal corporation.

**WHEREAS**, the General Assembly for the State of Missouri, through deliberations and legislative activities, formulates policies and laws that directly effect the public health, safety and welfare of the citizens of Lee's Summit, Missouri; and

**WHEREAS**, the Consultant has a unique combination of skills and experience that enables Consultant to understand the impact of the General Assembly's activities on the City, represent the City's interests before the General Assembly and its committees, and report on potential legislation to elected and administrative officials of the City; and

**WHEREAS**, the City has determined that it is in the public interest and will further the health, safety and welfare of the citizens of Lee's Summit, Missouri, to retain the Consultant's services as provided in this Agreement; and

**WHEREAS**, the Consultant represents that he has unique combination of skills and experience to perform the services as provided in this Agreement; and

**WHEREAS**, the City Manager is authorized to enter into this Agreement on behalf of the City.

**NOW THEREFORE**, by these presents, it is hereby agreed between the parties as follows:

**TERM.** This Agreement is effective from December 1, 2016 to November 30, 2017.

1. **SCOPE OF SERVICE.** Consultant shall provide legislative representation to the City for the including the following, hereinafter "services":

- Monitor and gather information relating to local government issues in the legislative and executive branch of the Missouri State government.
- Attend as witness and advocate for City's interests before committees or assembly of Missouri State government relating to local government issues upon request of the Legislative/Intergovernmental Relations Committee of the City.
- Consult with elected and appointed City officials to report on Missouri State government activity affecting local government.
- Meet periodically with elected or appointed City officials upon request to update and plan advocacy efforts before the Missouri State government regarding local government issues.
- File with the Missouri Ethics Commission the *List of Principals and Legislative Action* reports as required.

3. COMPENSATION. In consideration for the Services provided under this Agreement, City shall pay Consultant \$1,000.00 per month. Payment shall be made to Consultant on the 30<sup>th</sup> day after each month of service. Total Compensation shall not exceed \$6,000.00 unless authorized by written amendment to this Agreement, duly executed and authorized by the parties.
4. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable laws, rules and regulations relating to the Services provided under this Agreement. Consultant further specifically agrees to comply with all lobbyist registration and reporting requirements.
5. ASSIGNMENT. Neither party shall assign, subcontract or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other party.
6. TERMINATION. City may terminate this Agreement upon written notice to Consultant, effective five (5) calendar days from the date such notice is sent. Upon such termination, City shall be obligated to Consultant only for the Services provided up to the notice, with compensation prorated to the effective date of such notice. This right of termination shall be in addition to all other rights and remedies at law or in equity.
7. INDEPENDENT CONTRACTOR. Consultant agrees and understands that all Services to be provided under this Agreement shall be performed as an independent contractor and not as an employee or agent of the City. Consultant has no authority to act on behalf of City, other than as provided in this Agreement, and can in no way represent any such authority to third parties. City shall not exercise any supervision over Consultant other than consulting and advising on specific issues of interests and desired results. Consultant shall be solely responsible for determining the methods employed to achieve such results. Consultant agrees and understands that the Services provided under this Agreement do not entitle Consultant to service credit and/or benefits as an "employee" under the benefit plan of the City.
8. CONFLICT OF INTEREST. Consultant agrees that during the term of this Agreement, Consultant shall not undertake to perform or engage in any activities before or in relation to any state or federal legislature, regulatory agency or administrative agency, contrary to or in conflict with the express interests of the City.
9. INDEMNIFICATION. Consultant shall indemnify and hold harmless City from and against any and all losses, damages, claims, demands, suits, and liabilities (including court costs and reasonable attorney fees) that arise out of or result from the Consultant's failure to comply with the terms of this Agreement. Consultant agrees to defend City at City's request, against any such claim, demand, or suit or at City's sole option, reimburse City for its expenses (including court costs and reasonable attorney fees) of defending against any such liability, claim, demand or suit. City agrees to notify Consultant within a reasonable time of any written claims or demands against City for which Consultant is responsible under this clause.

10. NOTICES. Any notice or other communication provided under the terms of this Agreement shall be addressed to the respective parties as follows:

City: City of Lee's Summit  
City Manager  
220 S.E. Green Street  
Lee's Summit, MO 64063

Consultant: The Britton Group LLC  
415 East High Street  
P. O. Box 1708  
Jefferson City, MO 65102

11. SEVERABILITY. If any of the provisions of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Consultant and City shall be construed and enforced accordingly.

12. ENTIRE AGREEMENT. The terms contained in this Agreement shall constitute the entire agreement between the Consultant and City and may not be modified except by written amendment duly executed and authorized by the Consultant and City.

13. CHOICE OF LAW. This Agreement shall be governed by the laws of Missouri.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

City of Lee's Summit



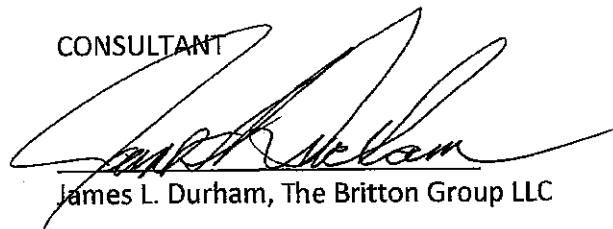
Stephen A. Arbo, City Manager

APPROVED AS TO FORM



Jackie McCormick Heanue, Chief Counsel of Management & Operations/Deputy City Attorney

CONSULTANT



James L. Durham, The Britton Group LLC

