

## SERVICE AGREEMENT

This Agreement is entered into this 1<sup>st</sup> day of December 2017, 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 affect 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, upon approval by the City Council and by virtue of the City Charter and the laws of the State of Missouri, 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:

1. **TERM.** This Agreement is effective beginning December 1, ~~2017~~ and continue to and until November 30, 2018. The term of this Agreement shall automatically be extended for two (2) additional one (1) year terms unless terminated as provided herein.
2. **SCOPE OF SERVICE.** Consultant shall provide legislative representation to the City for the including the following:
  1. State Lobbying Services – General Requirements:  
The general scope of work consists of the Firm performing all of the following services:
    - a. Provide a broad range of State lobbying services on behalf of the City before the Legislative and Executive branches of the Missouri State Government.
    - b. Assist in the formulation of a State policy agenda, working with the Mayor and Council and designated City department heads.
    - c. Represent the City's interests in the State budget process as well as identify, solicit, and lobby for Capital Bond Bills and grants.
    - d. Review and analyze on a continuing basis, all existing and proposed State of Missouri policies, programs, and legislation; identify issues that may impact the City; and provide prompt notification of issues to the City.
    - e. Based on policy direction provided by the City, develop and implement strategies to advance the City's legislative goals.

- f. In areas such as the environment and transportation, where State and Federal policy overlap, coordinate and collaborate with the City's contracted Federal lobbyist, as necessary.
- g. This work requires that the Consultant follow the Commission's policy regarding the use of the City's name and logo in the Consultant's marketing materials, as set forth in the Commission's Policy.

2. **Communications:**

- a. Throughout the year and on a real time basis, inform the City of developments coming out of the Legislative and Executive branches of the State Government that impact Lee's Summit.
- b. Be available in a timely manner in person, by telephone, or email to provide consultation and advice.
- c. In response to City direction, act quickly on the City's behalf to rapidly changing developments in the State Government with impact on policy and legislative matters.
- d. Represent the City on a year round basis, at Task Force/Work Group meetings, bill hearings, Committee meetings, and provide timely written notices and summaries to City staff.
- e. Provide periodic, timely written reports that track the status of the City's legislative priorities and other legislation of interest on a weekly basis during the Legislative Session, and no less than quarterly at other times of the year, delineating the Firm's activities and actions for the City.
- f. Provide two in-person reports to the City Council, at least one to occur during the legislative session.
- g. Work with City staff to prepare written communications that convey the City's position on State legislative, policy, and intergovernmental issues.
- h. Assist with the logistics related to City officials testifying at bill hearings.

3. **COMPENSATION.** In consideration for the Services provided under this Agreement, City shall pay Consultant in three (3) equal installments of \$3,000.00 each, after invoice, during the months of December, February and April. Total Compensation shall not exceed \$9,000.00 unless authorized by written amendment to this Agreement, duly executed and authorized by the parties.

4. **COMPLIANCE WITH LAWS / INSURANCE REQUIREMENTS.** Consultant shall comply with all applicable laws, rules and regulations relating to the Services provided under this Agreement, including but not limited to, complying with the rules and regulations of the City. Consultant further specifically agrees to comply with all lobbyist registration and reporting requirements. Consultant shall maintain at all times during the term of this Agreement, insurances coverages of the types and in the amounts described in Exhibit "A" hereto and incorporated herein by reference.

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

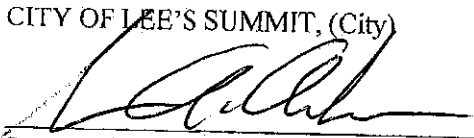
Consultant: James L. Durham  
415 East High Street  
P. O. Box 1708  
Jefferson City, MO 65102

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.

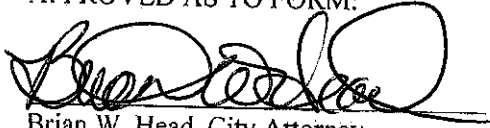
CITY OF LEE'S SUMMIT, (City)

  
Stephen A. Arbo, City Manager

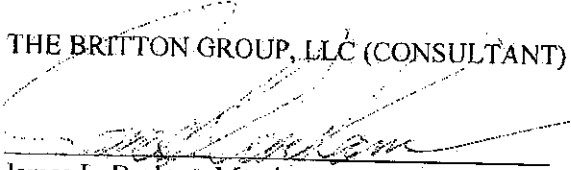
ATTEST:

  
Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

  
Brian W. Head, City Attorney

THE BRITTON GROUP, LLC (CONSULTANT)

  
James L. Durham, Member

ATTEST:

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## EXHIBIT A

### INSURANCE REQUIREMENTS GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

**CERTIFICATE OF INSURANCE:** The Contractor shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Contractor shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Contractor's bid.

**NOTICE OF CLAIM:** The Contractor shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

**INDUSTRY RATING:** The City will only accept coverage from an insurance carrier who offers proof that it:

- Is licensed to do business in the State of Missouri;
- Carries a Best's policyholder rating of "A" or better;
- Carries at least a Class VII financial rating.
- OR
- Is a company mutually agreed upon by the City and the Contractor.

**SUB-CONTRACTOR'S INSURANCE:** If any part of the contract is to be sublet, the Contractor shall either:

- Cover all sub-contractors in the Contractor's liability insurance policy or,

Require each sub-contractor not so covered to secure insurance in the minimum amounts required of the Contractor and submit such certificates to the City as outlined herein.

**SELF-INSURED RETENTIONS/DEDUCTIBLES:** Any Contractor that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City, such amounts shall be the sole responsibility of the Contractor. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Contractor for such assumed limits.

**COMMERCIAL GENERAL LIABILITY POLICY:** Limits:

Each occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Additional Insured: City of Lee's Summit, Missouri

**WORKERS' COMPENSATION:** This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. If Workers' Compensation Insurance is statutorily required, the policy limits shall not be less than the following:

Workers' Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$100,000 Each Accident

## EXHIBIT A

Bodily Injury, by Disease  
Bodily Injury by Disease

\$500,000 Policy Limit  
\$100,000 Each Employee

### GENERAL INSURANCE PROVISIONS:

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Contractor nor has the City assessed the risk that may be applicable to the Contractor.
- 2) The Contractor's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Contractor.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Contractor with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Procurement and Contract Services Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the City of Lee's Summit as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit  
220 S.E. Green Street  
Lee's Summit, MO 64063 -2358