

AGENDA ITEM
December 6, 2016

Subject: Letter of Engagement with Burch & Associates

Department: City Manager

This is an agreement for consultant and principal lobbying services between Burch & Associates and the City of Nevada for a term of twenty-four (24) months at a rate of \$1,000 per month, not to exceed \$24,000 for the period of the Agreement beginning January 1, 2017 and ending December 31, 2018.

BILL NO. 2016-039

ORDINANCE NO. 8126

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE EXECUTION OF A LETTER OF ENGAGEMENT WITH BURCH & ASSOCIATES TO PROVIDE SPECIAL ADVISORY SERVICES FOR THE CITY OF NEVADA, MISSOURI.

BE IT ORDAINED BY THE CITY OCUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:

Section1. The letter of engagement attached hereto as “Exhibit A” and incorporated herein by reference is hereby approved.

Section 2. The City Manager is hereby authorized and directed to execute said agreement on behalf of the City of Nevada, Missouri.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, this 20th day of December, 2016.

Brian L. Leonard, Mayor

(seal)
ATTEST:

Johnna Williams, Deputy City Clerk

JERRY W. BURCH
BURCH & ASSOCIATES
PUBLIC AND GOVERNMENT CONSULTANTS
213 EAST CAPITOL AVENUE, SUITE ONE
JEFFERSON CITY, MO 65101
OFFICE (573) 636-4599 CELL (573) 230-3458
FAX (573) 636-4532
jburch@embarqmail.com

LETTER OF ENGAGEMENT TO PROVIDE SPECIAL ADVISORY SERVICES

FOR

THE CLIENT

This Agreement is between The Client (hereinafter "Client"), located in Nevada, Missouri, and Burch & Associates (Jerry W. Burch), located in Jefferson City, Missouri (hereinafter "Consultants"), and is intended to provide Client with consulting services as governed by the terms and conditions set forth below:

SCOPE OF SERVICES

Jerry W. Burch and Elizabeth S. Christie will provide the following services to Client.

1. The primary concerns as identified by Client, and outlined in a plan of action as agreed to by the parties, will be addressed by the Consultants. The contract entails acquiring Broadband Services as indicated by the Client. This activity will be reported by:
 - regular status reports. The Consultants will provide regular reports on the status of Client's interest dealing with the key issue the Client determines should be represented in its behalf.
 - contact/liaison. The Consultants will contact and act as a liaison to the departments, boards and commissions of the executive branch as a means of promoting the Client's issues.
 - legislative briefings. As principal lobbyists, the Consultants will submit regular reports providing the Consultants' interpretation and assessment of the status of issues of interest to the Client.
2. It is requested and is further understood that Jerry W. Burch will be assigned executive responsibility for this account and Elizabeth S. Christie will be the principal contact person.

CONFLICT OF INTEREST

In the event that a conflict of interest arises between the Client and a current or future client of Consultants, the party discovering the conflict shall immediately bring the conflict to the attention of the other. Every effort will be made by the parties to resolve the conflict satisfactorily. However, if the conflict cannot be resolved to the satisfaction of the Client, the Client reserves the right to immediately terminate this contract, and, in such event, the only liability the Client may have to Consultants will be accrued but unpaid fees and expenses to the date of termination of this agreement as set forth herein.

PAYMENT FOR SERVICES RENDERED

For these services, Burch & Associates shall bill the Client monthly a fee of \$1000.00 with payment remitted on or before the last day of each month. Total bill for services shall not exceed \$24,000.00 for the period of this Agreement. Expenses incurred to implement legislative events arranged at the Clients request, shall be reimbursed upon prior authorization. This Agreement shall be for twenty-four (24) months commencing January 1, 2017 and ending December 31, 2018.

Payment should be made to Burch & Associates, 213 East Capitol Avenue, Suite One, Jefferson City, MO 65101. Notwithstanding the period set forth above, either party to the Agreement, without prejudice to any right or remedy it may have due to any failure of the other party to perform that party's obligation under this Agreement, may upon sixty (60) days prior written notice, terminate the performance of work and services hereunder, in whole or in part. In the event of any such termination, damages are limited to amounts accrued and due and owing as of the effective date of the termination in accordance with the provisions for payment set forth above.

INDEPENDENT CONTRACTOR STATUS OF SELLER

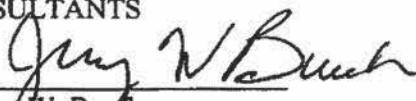
Jerry W. Burch and Elizabeth S. Christie, nor any of their subcontractors, employees or agents shall be deemed to be employees or agents of The Client, it being understood that Jerry W. Burch is an independent contractors for all purposes and at all times. Jerry W. Burch and Elizabeth S. Christie shall be solely responsible for the withholding or payment of all federal, state and local personal or corporate income taxes, social security, unemployment and sickness disability insurance and other payroll taxes with respect to its employees providing services pursuant to this Agreement.

IN WITNESS WHEREOF, The Client and Burch & Associates have executed this Agreement in duplicate as of this ____ day of December, 2016.

THE CLIENT

By _____
JD Kehrman, City Manager

CONSULTANTS

By 
Jerry W. Burch

By 
Elizabeth S. Christie