

### **Agreement for Professional Services**

This Independent Contractor Agreement (the "Agreement") is entered into by and between Pinegar, Smith & Associates, Inc. (the "Consultant"), and The City of Garden City (the "Client").

### **RECITALS**

**WHEREAS**, the Client is in need of assistance in the area of government affairs and

**WHEREAS**, Consultant has agreed to perform consulting work for the Client in government affairs services and other related activities for the Client;

**NOW, THEREFORE**, the parties hereby agree as follows:

**1. Consultant's Services.** Consultant shall be available and shall provide to the Client professional services in the area of government affairs ("Consulting Services") as needed and requested.

**A. Deliverables.** Consultant will communicate on a regular basis with the City Manager and or his designee. Consultant will monitor issues identified of importance to the City of Garden City as directed by the City Manager. Timely communication will occur transmitting legislative reports to the City Manager regarding legislation of interest that could impact or be of interest to the client. At the request of the Client, Consultant will be available for additional discussions with the Client via telephone.

### **2. Consideration.**

**A. Rate.** Client shall pay Consultant, as Consultant's fee for the representation as provided in this Agreement, the sum of Twenty-six Thousand and Seventy-five Dollars (\$26,075.00) payable and due February 1, 2024. The Client shall pay Consultant the amount due pursuant to submitted invoice received by the Client.

**B. Expenses.** Additionally, the Client will pay Consultant for the following expenses: Hospitality, not to exceed \$500.00 per year unless prior approval by client is granted and travel expenses (all travel by Consultant will be pre-approved by Client); Consultant shall submit written documentation and receipts where available itemizing the dates on which expenses are incurred. The Client shall pay Consultant the amounts due pursuant to submitted reports when a report is received by the Client. Consultant will pay for lobbyist registration fee for Client's interest.

**3. Independent Contractor.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between the Client and Consultant. Consultant is an independent contractor and not an employee of the Client or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the Client will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold itself out as an employee of the Client and Consultant acknowledges that he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the Client's regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be Consultant's sole responsibility and Consultant shall indemnify and hold Client

harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

**4. Confidentiality.** In the course of performing consulting services, the parties recognize that Consultant may come in contact or become familiar with information that the Client or its subsidiaries or affiliates may consider confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Client's personnel or their designees.

**5. Term.** This Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024, unless earlier terminated by either party hereto. Either party may terminate this Agreement upon Thirty (30) days prior written notice. The Client may, at its option, renew this Agreement for an additional term of one year on the same terms and conditions as set forth herein by giving notice to Consultant of such intent to renew on or before November 1, 2024.

**6. Consultant's Taxpayer I.D. Number.** The taxpayer I.D. number of the Consultant is 48-1249735. The Consultant will register with the Secretary of State to perform the agreed upon services enumerated herein.

**7. Representations and Warranties.** The Consultant will make no representations, warranties, or commitments binding the Client without the Client's prior consent. The Consultant makes no warranties or representation to Client concerning the success or results obtained from Consultant's services. All statements of Consultant on these matters are statement of opinion only.

**8. Legal Right.** Consultant covenants and warrants that he has the unlimited legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law and that he has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement. Consultant shall indemnify and hold harmless the Client from any and all damages, claims and expenses arising out of or resulting from any claim that this Agreement violates any such agreements. Breach of this warranty shall operate to terminate this Agreement automatically without notice as specified in Paragraph 5 and to terminate all obligations of the Client to pay any amounts which remain unpaid under this Agreement.

**9. The Waiver.** Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

**10. Notice.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

1. Notices as to Consultant:

John D. Pinegar, President  
Pinegar, Smith & Associates, Inc.  
513 SW Van Buren St.  
Topeka, Kansas 66603

2. Notices to the Client:

Mr. Matthew C. Allen, City Manager  
City of Garden City

301 North 8<sup>th</sup> Street  
Garden City, Kansas 67846

**WHEREFORE**, the parties have executed this Agreement as of the date written above.

**City of Garden City**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Matthew C. Allen  
*City of Garden City*

**Pinegar, Smith & Associates, Inc.**

By: \_\_\_\_\_ Date \_\_\_\_\_  
John D. Pinegar  
*Pinegar, Smith & Associates, Inc.*