



ADDENDUM TO OLLIS/AKERS/ARNEY INSURANCE BROKERAGE AND ADVISORY SERVICES AGREEMENT

This Addendum is entered into by and between the City of Republic, Missouri, a Missouri constitutional charter city (“City”), and Ollis/Akers/Arney Insurance and Business Advisors (“OAA”), in connection with OAA’s provision of insurance brokerage and advisory services to the City.

This Addendum is incorporated into and made part of the Agreement for Insurance Brokerage and Advisory Services between the City and OAA, including any incorporated exhibits, addenda, service documents, and the City’s Request for Qualifications for Insurance Brokerage and Advisory Services dated March 20, 2026, to the extent incorporated or accepted by the parties.

This Addendum supplements the Agreement with terms required for City contracting. In the event of a conflict, this Addendum controls, except that nothing in this Addendum amends or supersedes the City Charter, City Code, Purchasing Policy, or applicable law.

1. Authority; Appropriation; Changes.

- 1.1. Authority; Effectiveness. The Agreement is not effective and does not bind the City unless executed by an authorized City official in accordance with the City Charter, applicable ordinances, and § 432.070, RSMo. OAA shall not commence work before full execution of the Agreement.
- 1.2. No Authority to Bind City. OAA is an independent contractor and has no authority to bind the City, approve coverage, commit City funds, execute documents, make representations on behalf of the City, or otherwise obligate the City unless expressly authorized in writing by an authorized City official.
- 1.3. Appropriation. The City’s payment obligations are subject to lawful annual appropriation and availability of funds. If funds are not appropriated or otherwise available for any future fiscal period, the City may terminate the Agreement without penalty or further liability upon written notice, except for payment for conforming services properly performed before the effective date of termination.
- 1.4. Changes. Changes to scope, price, compensation, services, deliverables, timelines, or terms must be in a written amendment executed by authorized City officials. The City shall not be bound by oral directives, informal approvals, course of dealing, course of performance, or implied changes.

2. Scope; Exclusivity; Compensation.

- 2.1. Scope of Services. OAA shall provide the insurance brokerage and advisory services described in the Agreement, this Addendum, the City’s RFQ, OAA’s accepted response

or proposal, and any mutually approved service plan, renewal calendar, Preferred Client Agreement, or similar service document incorporated into the Agreement.

- 2.2. Marketing and Descriptive Materials. Marketing, illustrative, promotional, or general descriptive language shall not expand OAA's contractual obligations unless expressly incorporated as a required service, deliverable, timeline, report, or performance obligation.
 - 2.3. Exclusivity. Any exclusive appointment of OAA is limited to the specific services expressly identified in the Agreement. The City retains the right to obtain services outside that defined scope from other providers unless otherwise expressly agreed in writing by an authorized City official.
 - 2.4. Compensation and Invoicing. The City shall pay undisputed invoices within thirty (30) days after receipt. The City may withhold disputed amounts upon notice. OAA's compensation is limited to the compensation expressly stated in the Agreement or otherwise approved in writing by an authorized City official. The applicable PEPM rate, invoice timing, enrollment count, enrollment adjustment process, and any annual increase or CPI adjustment shall be stated in the Agreement. Enrollment-based adjustments shall affect only the applicable enrollment count and shall not increase the PEPM rate or create any additional fee unless expressly approved in writing by the City.
 - 2.5. Compensation Disclosure. OAA shall fully and promptly disclose all direct or indirect compensation related to the City's program, placements, renewals, or services, including commissions, overrides, bonuses, rebates, marketing allowances, administrative fees, contingent compensation, reimbursements, discounts, or other compensation received or expected to be received from any insurer, carrier, vendor, or third party. OAA shall not receive or retain any such compensation unless disclosed in writing and approved by the City as required by the Agreement.
 - 2.6. Continuing Compliance. OAA's required licenses, certifications, conflict disclosures, and statutory or policy-based compliance certifications shall remain true throughout performance. OAA shall promptly notify the City if any certification becomes inaccurate, if any actual or potential conflict of interest arises, if OAA becomes suspended or debarred, or if any legal compliance issue arises that could affect performance.
3. Records; Audit; Public Records; Confidentiality.
 - 3.1. Records; Audit. OAA shall maintain records relating to the Agreement for at least five (5) years after final payment or termination, or longer if required by law. The City and its designees may inspect such records upon reasonable notice, including records relating to services, invoices, compensation, carrier payments, commissions, reimbursements, and performance.

- 3.2. Public Records. The City is subject to Chapter 610, RSMo, and other transparency laws. OAA shall cooperate reasonably with the City in responding to records requests. The City retains sole discretion to determine whether records are subject to disclosure, and OAA confidentiality designations are advisory only.
- 3.3. Confidentiality. OAA shall not disclose the City's nonpublic information except as necessary to perform the Agreement or as required by law.
- 3.4. Data Security. If OAA accesses, receives, stores, transmits, or maintains City employee, benefits, health-plan, enrollment, claims, dependent, or other nonpublic information, OAA shall implement reasonable administrative, technical, and physical safeguards; promptly notify the City of any unauthorized access, use, or disclosure; cooperate in mitigation, investigation, remediation, and legally required notices; use such information only to perform the Agreement; limit disclosure to persons or entities with a need to know; and return or securely destroy such information upon the City's request or upon termination, subject to lawful retention requirements.
- 3.5. Work Product. To the extent OAA creates reports, analyses, recommendations, summaries, renewal materials, benchmarking materials, presentations, communications, or other documents for the City, the City shall have a perpetual, non-exclusive, royalty-free right to use, retain, reproduce, distribute, and modify such work product for governmental purposes.
4. Insurance; Indemnity; Limitation of Liability.
 - 4.1. Insurance. OAA shall maintain insurance appropriate to the services, including professional liability/errors and omissions coverage, commercial general liability coverage, workers' compensation and employer's liability coverage as required by law, and cyber/privacy coverage if OAA accesses, receives, stores, transmits, or maintains City employee, benefits, health-plan, enrollment, or other nonpublic information. OAA shall provide certificates of insurance upon request.
 - 4.2. Indemnification. OAA shall defend, indemnify, and hold harmless the City, its officials, employees, and agents from third-party claims arising from or to the extent caused by OAA's negligence, professional errors or omissions, breach of the Agreement, willful misconduct, or intellectual property infringement, including reasonable attorney's fees, to the extent permitted by law. Nothing shall create an obligation of the City beyond appropriated funds or waive sovereign or governmental immunity.
 - 4.3. Limitation of Liability. Any limitation of liability in OAA terms does not apply to OAA's indemnification obligations, breaches of confidentiality or data security, data breaches, negligence, professional errors or omissions, breach of the Agreement, or willful misconduct.
5. Termination.

5.1. Termination for Convenience. The City may terminate the Agreement upon thirty (30) days' written notice. OAA shall cease work, reasonably cooperate in transition, and submit a final invoice for services properly performed through the termination date, subject to appropriation.

5.2. Termination for Cause. The City may suspend or terminate the Agreement for OAA's material breach, nonperformance, insolvency, violation of law, loss or suspension of required licensure, confidentiality or data-security breach, undisclosed conflict of interest, or conduct creating material risk to the City, after any applicable cure period. If the breach is not reasonably capable of cure, or if immediate action is reasonably necessary to protect the City, the City may suspend or terminate the Agreement immediately upon written notice. The City's rights are cumulative and subject to applicable immunities and limitations.

6. Assignment; Precedence.

6.1. Assignment. OAA may not assign or transfer the Agreement, including by merger or change of control, without the City's prior written consent. Any approved assignment remains subject to all City rights, defenses, and remedies under the Agreement.

6.2. Order of Precedence. In the event of a conflict, the following order of precedence applies unless otherwise expressly stated in a written amendment executed by authorized City officials: (1) the City Charter, Code of Ordinances, Purchasing Policy, and applicable law; (2) this Addendum; (3) the Agreement; (4) any City-issued RFQ or procurement document incorporated into the Agreement; (5) OAA's accepted response or proposal; and (6) exhibits, attachments, service documents, Preferred Client Agreements, renewal calendars, or similar documents incorporated into the Agreement. Nothing shall amend or supersede the City Charter, Code of Ordinances, or Purchasing Policy.

7. Miscellaneous.

7.1. Notices. Notices shall be sent to the addresses in the Agreement or as otherwise designated in writing. If the Agreement does not specify notice information, notices to the City shall be sent to the City Clerk, with a copy to the City Attorney, and notices to OAA shall be sent to OAA's primary business address. Notices are effective upon receipt. Notices may be delivered by personal delivery, certified mail, recognized overnight courier, or email with confirmation of receipt, unless another method is required by applicable law.

7.2. Governing Law; Venue. Missouri law governs, and venue lies in the Circuit Court of Greene County, Missouri, unless otherwise required by law.

7.3. No Waiver; Severability. No waiver is effective unless in writing. If any provision is invalid, the remainder remains enforceable. Nothing in the Agreement or this Addendum waives the City's sovereign or governmental immunity, official immunity, public duty rule protections, statutory caps, defenses, or limitations of liability.

7.4. Survival. Provisions that by their nature should survive, including confidentiality, data security, public records, audit, compensation disclosure, indemnification, final invoicing, dispute resolution, governing law, venue, immunity, and records obligations, shall survive termination or expiration of the Agreement.

8. Dispute Resolution. The parties shall use good-faith efforts to resolve disputes through informal discussions between representatives with authority to resolve the matter. If a dispute is not resolved, the parties shall participate in non-binding mediation in Greene County, Missouri before initiating litigation, unless immediate relief is required, a limitations period may expire, statutory or public remedies are implicated, or litigation is otherwise necessary to protect the City's interests. Nothing in this Section limits the City's immunities, defenses, or rights under applicable law.

By signing below, the parties acknowledge and agree that this Addendum is incorporated into and made part of the Agreement and that the Agreement is subject to the City Charter, applicable ordinances, and purchasing requirements.

City of Republic, Missouri:

By:

Signature

Title

Printed Name

Date

Ollis/Akers/Arney Insurance and Business
Advisors:

By:

Signature

Title

Printed Name

Date