

## **AGREEMENT**

This Agreement, made and entered into as of this 1st day of August, 2026, by and between the **The City of Republic, Missouri.**, with principal offices at 4221 S. Wilson's Creek Blvd, Republic, MO 65738 and organized under the laws of the State of Missouri, hereinafter referred to as **City of Republic** and Ollis/Akers/Arney, organized and existing under the laws of the State of Missouri, hereinafter referred to as "OAA".

WHEREAS, **CITY OF REPUBLIC** desires to contract for Insurance Brokerage and Advisory Services, hereinafter referred to as the "Program",

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

### **ARTICLE I. OLLIS/AKERS/ARNEY ADMINISTRATION**

OAA agrees to assign competent personnel to perform all tasks necessary to provide the services specified in this Agreement. OAA will advise **CITY OF REPUBLIC** of the identity of all professional personnel providing direct services to **CITY OF REPUBLIC**.

### **ARTICLE II. SERVICES PROVIDED BY OLLIS/AKERS/ARNEY**

A. OAA agrees to act and **CITY OF REPUBLIC** agrees to appoint OAA as the exclusive service agent for the **CITY OF REPUBLIC** Program and to provide the following administrative services:

1. Design, develop, and implement the Ollis Edge 360 Risk Profile Improvement Plan that is mutually agreed upon by **CITY OF REPUBLIC** and OAA.
2. Develop a 'Preferred Client Agreement' (PCA) for **CITY OF REPUBLIC** including, agreed upon timeline with dates, items to be discussed and identified team members responsible to attend each meeting.
3. Provide prompt customer service, with written follow up (As We Agreed) and respond to incoming requests effectively.
4. Maintain complete records of all **CITY OF REPUBLIC** business for which OAA is responsible hereunder during the term of this Agreement and, following termination of the Agreement, return such files to **CITY OF REPUBLIC** upon request.
5. Assign a dedicated OAA Account Team for the execution of the designed plan.

B. OAA will provide consulting and broker services as provided in **EXHIBIT A (attached)**.

### **ARTICLE III. FEES FOR OLLIS/AKERS/ARNEY SERVICES**

The following fee structure has been agreed upon. Fees are to be paid annually in January of each calendar year of this agreement beginning January 1, 2027. Fees are due and payable as of receipt of the invoice. Invoices will be generated and sent annually following January 1 of each calendar year of this agreement.

Risk Management and Insurance Marketing fees are to be paid based on the agreed amount of \$34.25 per employee per month (PEPM). The PEPM will be based on the employees enrolled on the medical plan and reassessed each year at the completion of the open enrollment period. If the number of employees enrolled on the medical plan increases or decreases by more than 10% prior to the open enrollment reassessment, either party may request a review and adjustment based on the updated enrolled employee count.

OAA shall not be entitled to collect additional commissions on any agreed upon insurance coverages placed on behalf of **CITY OF REPUBLIC** as related to this program, without prior written approval by **CITY OF REPUBLIC**.

Under no circumstances shall OAA be responsible for performing any services, or have any responsibility for any services, after termination of this Agreement.

### **ARTICLE IV. DUTIES OF CITY OF REPUBLIC**

**CITY OF REPUBLIC** will assist OAA in administration and shall properly and timely perform the following obligations:

1. Refer all claims which fall in the purview of this Agreement to OAA and/or the appropriate insurance carrier.
2. Pay OAA fees in accordance with the terms and conditions of this Agreement.
3. Cooperate fully and timely respond to requests by OAA and any request made in connection with the management or administration of the Program. **CITY OF REPUBLIC** agrees that its consent or approval where and when required by this Agreement shall not be unreasonably withheld. OAA shall be entitled to rely upon consent or approval given by **CITY OF REPUBLIC**, as binding upon **CITY OF REPUBLIC** unless expressly stated otherwise.
4. Use its best efforts to assure that all information furnished by **CITY OF REPUBLIC** to OAA shall be true, accurate and complete, which OAA shall be entitled to rely upon.

## **ARTICLE V. ACCESS TO AND OWNERSHIP OF RECORDS AND FILES**

All records and files pertaining to the operations of **CITY OF REPUBLIC** are the property of **CITY OF REPUBLIC**. Such records and files shall be reasonably maintained and protected by OAA.

At all times during this Agreement, **CITY OF REPUBLIC**, or its designee, shall have access to records and files maintained by OAA pertaining to **CITY OF REPUBLIC** and its information, provided reasonable notice is given.

**CITY OF REPUBLIC** and OAA agree that they and their agents, employees, and officers shall in no manner make use of, disclose, or otherwise benefit from any proprietary information that they learn about the other, its agents, partners, employees, or its manner of operations or service or marketing strategy or techniques or any information about the other that it may learn through its Agreement with the other, if such information is not disclosed to the public by the other party.

The prohibition against disclosure contained herein does not apply to any records constituting open records under the Missouri Sunshine Law, Section 610.010 et seq., RSMo., and both parties to this Agreement acknowledge that such records are required to be timely provided to any member of the public making a request for the same pursuant to the Sunshine Law.

OAA agrees that it shall not disclose the contents of **CITY OF REPUBLIC** files or internal policies, procedures, or operations to any third party, except as reasonably necessary for OAA to carry out its obligations to **CITY OF REPUBLIC** under this agreement, or to comply with any requirements imposed by law, without the expressed written permission of **CITY OF REPUBLIC**.

## **ARTICLE VI. ERRORS AND OMISSIONS LIABILITY**

OAA currently maintains Errors and Omissions Insurance with limits of liability of at least \$10,000,000. OAA will continue to maintain such insurance. OAA will advise **CITY OF REPUBLIC** if such insurance is terminated for any reason.

Notwithstanding anything elsewhere in this Agreement expressed or implied to the contrary:

**CITY OF REPUBLIC** agrees to and shall indemnify and hold harmless OAA from and against the results of any and all decisions made by OAA regarding the operations of the Program unless such decisions were based upon the negligence or deliberate failure of OAA to properly comply with its duties hereunder.

**CITY OF REPUBLIC** agrees that OAA and its employees and agents shall not be liable for, and **CITY OF REPUBLIC** agrees to pay the cost of defense, indemnify, and hold harmless OAA from and against, all liabilities, claims, actions, expenses (including attorney's fees and costs related to the investigation of any such claims, actions, or proceedings), obligations, losses, fines, penalties, and assessments resulting from or arising out of the performance of OAA's obligations in administering the Program. However, OAA shall be responsible for its own negligence or deliberate failure to comply with this Agreement.

OAA agrees that **CITY OF REPUBLIC** and its employees and agents shall not be liable for, and OAA agrees to pay the cost of defense, indemnify, and hold harmless **CITY OF REPUBLIC** from and against, all liabilities, claims, actions, expenses (including attorney's fees and costs related to the investigation of any such claims, actions, or proceedings), obligations, losses, fines, penalties, and assessments resulting from or arising out of the performance of **CITY OF REPUBLIC'S** obligations in administering the Program. However, **CITY OF REPUBLIC** shall be responsible for its own negligence or deliberate failure to comply with this Agreement.

#### **ARTICLE VII. TERM AND TERMINATION**

The term of this Agreement shall be 5 years and commence as of **January 1, 2027**, and shall continue in full force until **December 31, 2031**.

Effective upon termination, all files and other materials of **CITY OF REPUBLIC** will be retained in accordance with the terms and provisions of this Agreement.

OAA may terminate this Agreement by giving **CITY OF REPUBLIC** 60 days written notice prior to the expiration date of this Agreement.

This Agreement may be terminated by either party for cause upon the failure of the other party to cure a breach of this Agreement within 10 days following receipt of written notice of breach by the non-breaching party. Notwithstanding the foregoing, either party may immediately terminate its obligations under this Agreement in the event that it believes in good faith that it is in immediate danger of suffering irreparable harm from the continued operation of this Agreement.

#### **ARTICLE VIII. MISCELLANEOUS PROVISIONS**

This Agreement shall be construed under and in accordance with the laws of the State of Missouri. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement. This Agreement and all attachments, exhibits and amendments constitute the sole and only Agreement of the parties with respect to the subject matter described herein, and any prior understandings, or written or oral agreements

are void and of no effect. This Agreement may only be amended in writing signed by both parties.

Any notice given hereunder by either party to the other party shall be in writing and may be effectuated by delivery of US Certified Mail. Notice hereunder shall be sufficient if properly addressed and mailed to:

THE CITY OF REPUBLIC, MISSOURI

OLLIS/AKERS/ARNEY

By: \_\_\_\_\_  
Colten Harris, City Administrator

By: \_\_\_\_\_  
Richard Ollis, CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_  
Justin Rogers, City Attorney & Prosecutor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Laura Burbridge, City Clerk

Date: \_\_\_\_\_