

AGREEMENT TO PROVIDE GOVERNMENT RELATIONS SERVICES FOR CITY OF WILLARD

This Agreement is made and entered into by and between the City of Willard, Missouri (hereinafter referred to as "Client"), whose address is 224 W. Jackson St., Willard, MO 65781, and Hahn DeBoef LLC d/b/a Hahn | DeBoef Government Relations (hereinafter referred to as "Consultant"), whose address is 100 East High Street, Floor 2, Jefferson City, Missouri, 65101.

WITNESSETH:

Client hereby employs Consultant to perform the following services in accordance with the terms and conditions set forth in this Agreement:

SCOPE OF SERVICES

Consultant shall provide the following government relations services to Client during the Term of this Agreement:

- Coordinate Client's legislative and executive branch strategies and issue-based messaging in the state of Missouri, and directly lobby with Missouri elected officials and state staff on Client's behalf. This includes:
 - o Advocating for appropriations and economic incentives for Client;
 - o Monitoring all Missouri legislation and executive agency activity affecting Client; and
 - Pursuing the passage or defeat of legislation and appropriations, and provisions of legislation and appropriations, as directed by Client;
- Establish and maintain working relationships on behalf of Client with state agency directors and staff, members of the Missouri General Assembly, statewide elected officials, and other state officials and staff:
- Identify, facilitate, and attend meetings with Missouri legislators, relevant state agencies, boards, and commissions, and other stakeholders with, or on behalf of, Client;
- Provide input, guidance, and consultation to Client on funding and strategic opportunities in the State of Missouri:
- Maintain communications with Client by:
 - Semimonthly virtual meetings during the Missouri legislative session and at less frequent intervals when the legislature is not in session;
 - Emailing weekly client-specific reports during legislative session highlighting recent activity on noteworthy bills;
 - o Emailing the firm's regular "Missouri Update" publication;
 - o Upon Client's request, attending 1-2 board meetings per year to provide an update on

- Missouri government relations activities and Client's priorities; and
- o Communicating with Client as needed via in-person and virtual meetings, emails, phone calls, and text messages; and
- Register with the Missouri Ethics Commission as a lobbyist for Client, and comply with all reporting requirements relating to lobbyists under Missouri law.

TERM, FEES, EXPENSES, AND BILLING PROCEDURES

A. Term.

Term 1. The first Term of this Agreement shall be for a ten (10) month term commencing on August 1, 2025, and ending on May 31, 2026 (hereinafter referred to as "Term 1").

Contingent Term 2. If the legislature passes a budget that does not include an appropriation for Client, the Agreement will end at the conclusion of Term 1. Otherwise, the second term of this Agreement shall be for a four (4) month term commencing on June 1, 2026, and ending on September 30, 2026 (hereinafter referred to as "Contingent Term 2").

Contingent Term 3. If the Governor vetoes the appropriation for Client and the veto is not overridden by the legislature, the Agreement will end at the conclusion of Contingent Term 2. Otherwise, the third term of this Agreement shall be for a nine (9) month term commencing on October 1, 2026, and ending on June 30, 2027 (hereinafter referred to as "Contingent Term 3").

Upon completion of Contingent Term 3, the Agreement will automatically renew for subsequent twelve (12) month terms on July 1 each year unless either party notifies the other of their desire not to renew the contract. Such notice must be made in writing no later than 60 days before the end of the then-current term.

B. Fees.

For these services, Consultant shall be paid five thousand dollars (\$5,000) per month.

C. Expenses.

Travel and other reasonable and necessary expenses incurred by Consultant under this Agreement shall be charged to Client at Consultant's cost. Consultant must provide itemized receipts for all expenses for which reimbursement is sought. All travel by Ryan DeBoef within 50 miles of Springfield or Jefferson City shall not be charged to Client. At the time of execution of this Agreement, Consultant does not anticipate incurring any expenses eligible for reimbursement under this provision, and Consultant will obtain approval from Client before incurring any expenses for which Client will be charged.

D. Assignment, Administration, Servicing, and Billing Procedures.

Client understands and agrees that immediately upon execution, this Agreement will be automatically assigned to Ryan DeBoef Strategies LLC but will continue to be administered and serviced by Consultant unless and until Ryan DeBoef Strategies LLC notifies Client in writing of a

change in administration and servicing of the Agreement.

Consultant will submit monthly invoices to the Client. Invoices will be submitted to the Client within thirty (30) days of the first day of the month during which services are to be provided and will be due upon the terms set forth in the invoice. All payments shall be made to:

Hahn | DeBoef LLC 100 East High Street, Floor 2 Jefferson City, MO 65101

The first invoice will be sent on or about August 1, 2025, and subsequent invoices will be sent on or about the first day of each month thereafter.

INDEPENDENT CONTRACTOR STATUS OF CONSULTANT

Neither the Consultant, nor any of its subcontractors, employees or agents, shall be deemed to be employees or agents of Client, it being understood that any person employed by Consultant is an independent contractor for all purposes and at all times. Consultant shall be solely responsible for the withholding or payment of all federal, state, and local personal income taxes, Social Security, unemployment and sickness disability insurance, and other payroll taxes with respect to Consultant or its employees.

CONFIDENTIALITY

Consultant may acquire confidential information and data concerning the business and operations of Client. Consultant agrees to treat and maintain all such information and data as Client's confidential property and not divulge it to others at any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of this Agreement or may be consented by Client.

ADDITIONAL LOBBYISTS

Consultant shall act as full-service government relations firm. Consultant may contract with, and manage, associates and additional contract lobbyists to assist with Consultant's performance under this Agreement. The hiring of a subcontractor may be circumstantial in nature and be project specific. Consultant shall notify the Client regarding any proposal to hire additional contract lobbyists as it relates to the Client, and the Client may pre-approve hiring of additional contract lobbyists as it relates to matters affecting Client.

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SIGNATORY:

In Witness Whereof, Client and Consultant have executed this Agreement on	
By:	By:
Wesley Young	Ryan DeBoef
City Administrator	Partner, Hahn DeBoef Government Relations
City of Willard, Missouri	Owner, Ryan DeBoef Strategies LLC