HERITAGE *strategies*

July 31, 2015

Ms. Taylor Cunningham, Planner
City of Joplin
Planning, Development and Neighborhood Services
602 South Main Street
Joplin, MO 64801

Re: City of Joplin Preservation Plan
PROFESSIONAL SERVICE AGREEMENT

Dear Ms. Taylor:

Heritage Strategies, LLC is pleased to submit this proposal to prepare a Preservation Plan for the City of Joplin. The City of Joplin Preservation Plan will take a broad-based approach to the role of historic preservation in Joplin's planning, economic development, and resource conservation strategies. It will coordinate closely with the city's comprehensive planning and related plans and processes, and will recognize the central role of historic character to Joplin's identity and quality of life.

SCOPE OF WORK

In order to assist the City of Joplin with the preparation of a Preservation Plan, Heritage Strategies proposes the following Scope of Work. This scope of work is based upon the Request for Proposals issued by the city and Heritage Strategies' experience in preservation planning for historic communities. We look forward to discussing the scope with the Planning staff and members of the Historic Preservation Commission and refining it as desired.

1.0 PROJECT INITIATION

Task 1.1 – Initial Meeting, Steering Committee Meeting #1

An initial meeting will be held with Heritage Strategies, Joplin's Planning, Development, and Neighborhood Services staff (Planning staff), representatives of the Historic Preservation Commission, and any others identified to serve on a Steering Committee to oversee the development of the preservation plan. Planning staff will be responsible for assembling the Steering Committee prior to the initial meeting.

The purpose of the meeting will be to 1) present an overview of the planning approach and process; 2) conduct an initial discussion of issues, goals, and objectives; and 3) review administrative requirements for the project, including finalizing the scope of work, meeting schedule, anticipated deliverables, roles and responsibilities, and lines of communication. Planning staff and Steering Committee members may guide the planning team on a tour of the city to review neighborhoods, resources, and development issues. Heritage Strategies will consult with State Historic Preservation Office staff to review the project and planning approach.

Task 1.2 – Field Survey

During the initial visit, Heritage Strategies will begin an in-depth field survey of the city to become familiar with communities, resources, landscapes, development trends, and growth management issues. Heritage Strategies will review the location, context, and condition of the city's identified heritage resources. In addition, Heritage Strategies will seek to identify other types of non-designated heritage resources, landscapes, and community characteristics that should be considered in the preservation plan. Digital photographs will be taken during field survey work to document existing conditions and identified heritage resources. Additional field survey work will be undertaken throughout the planning process as appropriate.

Task 1.3 – Background Information

Relevant background information will be provided to the project team by the Planning staff. We ask that as much background information as possible be provided before the initial visit; with more provided during the visit and during the course of the project as appropriate. Suggested background information includes, but may not be limited to:

- Histories and historical information on the city;
- Cultural resource inventories and nominations;
- Historic maps and aerial photographs;
- Archeological reports;
- Historic photographs and images;
- GIS mapping of the city, including, if feasible, mapping that indicates general ages of structures throughout the city, identified neighborhoods and historic districts, and historic resource inventories integrated into GIS data;
- 2012 Comprehensive Plan;
- Zoning and land development ordinances;
- Downtown and neighborhood master plans and revitalization plans;
- Natural resource inventories;
- Fiscal year budget(s);
- Visitor information and interpretive materials;
- List of organizations and individuals with preservation interests;
- Other relevant city initiatives; and
- Any other document determined to be relevant to this planning process.

Task 1.4 – Review of Existing Materials

Heritage Strategies will review existing background materials provided by the Planning staff. Pertinent information will be considered and incorporated throughout the planning process. Some documents, such as the existing zoning ordinances and development plans, will be reviewed to determine if updates may be recommended in relation to preservation planning goals; these will be identified in the recommendation phase of the project.

Task 1.5 – Public Workshop #1, The Planning Process and Community Goals and Interests

Heritage Strategies will facilitate a public workshop that will serve as a public introduction to the Preservation Plan project and a public education session. Planning staff should participate in the presentation and discussion. Attendance and participation at the public workshop by a diverse group of city residents will be encouraged and is integral to a successful planning process. The workshop will be scheduled in consultation with the Planning staff and Steering Committee with the goal of having strong attendance. Planning staff will be responsible for organizing the workshop including publicizing the meeting to the community.

Heritage Strategies will give a brief presentation on historic preservation, the planning process, and preservation philosophy. The role of federal, state, and local preservation programs and the Secretary of the Interior's Standards will be reviewed.

As part of the interactive public workshop, Heritage Strategies will engage attendees in an open forum to discuss what they perceive to be the goals and issues associated with historic preservation in Joplin. Feedback from attendees will be welcomed and documented for further consideration by the Steering Committee and the project team.

Deliverables: Meeting agenda and record of discussion for Steering Committee Meeting #1
Presentation outlining the planning process, preservation philosophy and approach
Record of public comments during facilitated discussion in Public Workshop #1

2.0 HISTORICAL OVERVIEW

Task 2.1 – Historical Overview

Utilizing documentation provided by the Planning staff, Heritage Strategies will prepare an overview of Joplin's historical development. This is not intended to be a complete history of the city, but a summary of its contextual development and physical evolution over time. The historic contexts of the city's early landscape and development will be identified and tied to larger regional and national trends. The historical overview will provide an important basis for understanding existing conditions and developing recommendations that support an understanding and appreciation of the city's roots and origins.

Task 2.2 – Overview of Planning and Development

As part of the general historical overview, Heritage Strategies will prepare an overview of planning and growth management in Joplin, including trends in the revitalization and adaptive reuse of historic buildings. This overview will help provide a background for understanding how historic preservation has fit into the planning process over time and the development and regulatory climate for preservation initiatives. Heritage Strategies will rely on documentation and insights provided by Planning staff to develop an accurate timeline of events.

Deliverables: Historical overview and overview of planning and development

3.0 VISION, GOALS, ISSUES, AND OBJECTIVES

Task 3.1 – Existing Conditions Analysis

Following its initial field survey discussed in Task 1.2 above, Heritage Strategies will assess the city's existing land uses and the contexts in which historic buildings, landscapes, and other heritage resources are located. Heritage Strategies' existing conditions analysis will focus on understanding Joplin's historic landscape and its visual characteristics and significance. The analysis will outline the impacts of development upon those resources and identify issues and processes that both support and impede preservation goals and opportunities. Additional field work will be undertaken during subsequent visits as appropriate.

Heritage Strategies will look at the broad range of planning issues facing Joplin as defined through its comprehensive plan, including zoning, land development, traffic, design standards, environment and natural resources, open space and recreation, and others, to seek a holistic approach to preservation that helps incorporate historic buildings and landscape features into the evolving fabric of the community in a positive way.

Task 3.2 – Outline of Issues and Opportunities

Based upon the existing conditions analysis and other work completed to date, Heritage Strategies will prepare a preliminary outline of issues and opportunities with respect to the city's heritage resources, historic landscapes, and community character. This outline will provide the basis for initial discussions on vision, goals, alternatives, and recommendations.

Task 3.3 – Draft Vision and Goals Statement

Based upon the analysis of existing conditions and the results of Public Workshop #1, Heritage Strategies will prepare a draft vision and goals statement for the Preservation Plan for review by and discussion with Planning staff and the Steering Committee.

Task 3.4 – Focus Group Sessions

During Heritage Strategies' second visit, the planning team will facilitate up to three (3) focus group sessions to obtain additional input from special interest groups and organizations within the greater community. Specific focus group topics will be determined in discussion with Planning staff and the Steering Committee and may include public officials, community businesses, neighborhood groups, local preservation interests, visitor bureau and interpretive sites, owners of historic buildings, or area developers.

Focus group sessions are generally 1½ hour discussions that focus on identifying areas of concern, major issues, and goals for the planning process and for historic preservation in the city. Discussions will use the preliminary outline of issues and opportunities as a point of departure. Input received through the focus group sessions will be considered by the team as the planning process moves forward.

Task 3.5 – Steering Committee Meeting #2

Heritage Strategies will facilitate a second Steering Committee meeting to review and discuss work completed to date, including the review of existing resources, public workshop, historical overview, and focus group sessions. This meeting will occur during the same trip as the focus group sessions. A presentation of Heritage Strategies' initial findings will be made to the Steering Committee who will provide feedback and guidance to the project team. The primary purpose of the meeting will be to review a potential vision and goals for historic preservation within the city. Heritage Strategies will facilitate discussion on a vision and goals based upon the project's findings to date.

It is suggested that Heritage Strategies meet informally with the City Manager, interested members of City Council, and/or other city leaders as appropriate during this visit to discuss the city's interests, goals, and objectives from their perspective and to coordinate the Preservation Plan with other city initiatives.

Deliverables: Outline of issues and opportunities
Draft vision and goals statement
Focus group meeting agendas and record of discussion for up to three (3) groups
Steering Committee meeting agenda and record of discussion

4.0 PRESERVATION PLAN STRATEGIES AND RECOMMENDATIONS

Task 4.1 – Preservation Context

Understanding the framework of preservation-related regulations, guidelines, policies, and procedures at all levels of government is important when undertaking preservation planning at the local and regional level so that their potential opportunities, impacts, and restrictions can be coordinated into a unified preservation approach. Heritage Strategies will identify the larger preservation context, particularly related to state and federal policies. The preservation context

will include an outline of federal legislation and programs, state programs, regional preservation efforts, and local preservation programs; Heritage Strategies will discuss how each of these may impact or benefit the city.

Task 4.2 – Preservation Approach

Heritage Strategies will outline a preservation approach and strategies for Joplin that is tailored to the accepted goals, development issues, and community values. The preservation approach will synthesize the information obtained during the existing conditions analysis and identification of issues into a holistic approach to preservation. The preservation approach will be based upon the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Community preservation policies will be stated, and overall preservation strategies outlined. The preservation approach will assist the city in achieving the appropriate balance of embracing new development and change and preserving significant elements of the city's heritage.

Task 4.3 – Preservation Plan Strategies and Recommendations

Based upon the preservation approach noted above, Heritage Strategies will prepare specific preservation-related strategies and recommendations for Joplin that will focus on a wide range of planning topics. Options and alternatives for the future of preservation and planning in the city will be developed in outline form, with specific attention given to:

- Recognition of the city's historical significance;
- Survey and documentation of building and landscape resources;
- Goals and strategies of the city's comprehensive plan;
- Preservation of resources and resource management;
- Community revitalization strategies;
- Incentives for preservation;
- Issues related to neglect and the demolition of historic buildings;
- Zoning and land development ordinances;
- Land development review processes and procedures;
- Identification of suggested local historic districts;
- Preservation of neighborhood and community character;
- Potential for building rehabilitation and adaptive reuse;
- Possible design review for designated historic buildings and districts;
- Interpretation and education;
- Heritage tourism potential;
- Proposed public investment and infrastructure.

Task 4.4 – Steering Committee Meeting #3

Heritage Strategies will meet with the Steering Committee in a work session to review the preservation approach and draft recommendations for the preservation plan. The purpose of the meeting will be to review and refine the recommendations in accordance with community values and interests. Input and feedback from the committee members will be integrated, as appropriate, into the draft preservation plan. Implementation and priorities will be reviewed. Upon receiving input and informal consensus on the general, overall recommendations from the Steering Committee, Heritage Strategies will prepare the draft plan under Task 5.0 below. Heritage Strategies will consult with State Historic Preservation Office staff to review the preservation approach and draft recommendations and would be pleased to meet informally with city leaders during this visit to review recommendations as well.

Task 4.5 – Public Workshop #2, Review of Strategies and Recommendations

Heritage Strategies will facilitate a public workshop to discuss the preservation approach and draft recommendations for the Preservation Plan as approved by the Steering Committee to receive public input. A PowerPoint presentation will be developed to present recommendations to workshop attendees. The presentation will be followed by an open, interactive forum for residents to ask questions and provide comments to the planning team, staff, and Steering Committee. The Planning staff will be responsible for the logistics, organization, and publicizing of the meeting.

Deliverables: Draft preservation context and approach
Outline of Preservation Plan recommendations
Steering Committee meeting agenda and record of discussion
PowerPoint presentation for the public workshop
Record of public comments during facilitated discussion in Public Workshop #2

5.0 DRAFT PRESERVATION PLAN

Task 5.1 – Draft Preservation Plan (2nd Draft)

Following the review and approval of recommendations, a draft Preservation Plan will be prepared by Heritage Strategies. A digital copy of the draft Preservation Plan will be provided to the Planning staff, Steering Committee, and State Historic Preservation Office for review and comment. Chapters may be submitted on a rolling basis. Comments and requests for changes and modifications to the plan will be consolidated into a single document by the Planning staff and provided to Heritage Strategies, who will make requested changes to the draft plan. The initial draft will be submitted in text form; photographs and maps will be incorporated into the chapters after organization and revisions have been completed.

Pending further discussions with the Planning staff and Steering Committee, it is anticipated that the draft Preservation Plan will include the following components:

1. **INTRODUCTION AND EXECUTIVE SUMMARY**
   Including project background, purpose of the plan, overview of planning process, summary of the preservation context, vision and goals, and summary of the plan's chapters and recommendations.
2. **HISTORIC JOPLIN – HISTORICAL OVERVIEW AND EXISTING CONDITIONS**
   Including an overview of Joplin's historical development, historic contexts, heritage resources, planning background, and existing historic preservation program.
3. **PLANNING CONTEXT**
   Review of federal, state, and local preservation programs and how they are interrelated and interdependent, based upon grassroots initiative.
4. **PRESERVATION APPROACH**
   The Preservation Plan's concept, approach, vision statement, and goals for historic preservation in Joplin and their relationship to preservation principles and *The Secretary of the Interior's Standards*.
5. **STRENGTHENING JOPLIN'S PRESERVATION PROGRAM**
   Context, issues, and recommendations for strengthening Joplin's historic preservation program reviewing the identification and surveying of heritage resources, designation of heritage resources, creation and management of local historic districts, treatment of historic properties, engagement with residents, community education and outreach, advocacy, and networking.
6. **COORDINATING WITH CITY PROGRAMS AND PROCESSES**

Incorporation of historic preservation perspectives and processes into initiatives and programs city-wide including planning, economic development, downtown investment, neighborhood revitalization, housing, code enforcement, public works, and others as appropriate.

7. **INTERPRETATION, EDUCATION, AND HERITAGE TOURISM**
   Use of interpretation and heritage tourism to support economic development, community revitalization and enhancement, and quality of life and as a means of community outreach and education.

8. **APPENDIX**
   Supporting materials such as the city's preservation ordinance, inventories of heritage resources, review of common architectural styles in Joplin, glossary of terms and acronyms, and references.

Task 5.2 – Steering Committee Meeting #4

Heritage Strategies will meet with the Planning staff and Steering Committee to review the draft preservation plan. Following the meeting, Heritage Strategies will incorporate final comments approved by the Planning staff and Steering Committee into the final Preservation Plan document. A copy of the plan will be submitted to the State Historic Preservation Office for review and approval.

Task 5.3 – Public Meeting #3, Review of the Draft Preservation Plan

Heritage Strategies will facilitate a joint meeting of the Planning staff, Steering Committee, planning and zoning officials, city leaders, and the general public to present the draft Preservation Plan. A PowerPoint presentation will be developed to present the plan at the meeting. The presentation will be followed by a discussion with planning participants, officials, and the public. The Planning staff will be responsible for the logistics, organization, and publicizing of the meeting. A copy of the draft plan will also be placed on the city's website for public access and review.

Deliverables: Draft Preservation Plan
PowerPoint presentation for the public meeting

6.0 FINAL PRESERVATION PLAN

Task 6.1 – Final Preservation Plan

Heritage Strategies will make final revisions requested by Planning staff, Steering Committee, and City and will prepare a digital PDF copy of the final Preservation Plan for distribution and publication. Planning staff will coordinate submission of the final plan for formal approval by the Historic Preservation Commission, Planning and Zoning Commission, and City Council as appropriate.

Deliverable: Final Preservation Plan

PRELIMINARY SCHEDULE

Heritage Strategies has prepared the preliminary schedule below for preparation of the City of Joplin Preservation Plan in accordance with the timeline outlined in the Request for Proposals. The team is flexible with regard to scheduling and will consult with Planning staff and the Steering Committee during Task 1.0 in detailing and refining the schedule in accordance with the city's planning needs and processes, including grant requirements. It is anticipated that the schedule may be further adapted to the calendar and project interests as appropriate with Planning staff guidance and approval as the preservation planning work proceeds.

Task 1.0 – Project Initiation August 2015

Task 2.0 – Historical Overview	October 2015
Task 3.0 – Vision, Goals, Issues, and Objectives	October 2015
Task 4.0 – Preservation Plan Strategies and Recommendations (1st Draft)	October 2015 – January 2016
Task 5.0 – Draft Heritage Resources Plan (2nd Draft)	April 2015
Task 6.0 – Final Heritage Resources Plan	July 2016

COMPENSATION

Heritage Strategies proposes to undertake the preservation planning services outlined in the above Scope of Work for the lump sum fee of Fifty Thousand Dollars ($50,000) including the cost of reimbursable expenses. The budget spreadsheet presented below outlines the personnel and hours associated with the tasks presented in the Scope of Work.

	Peter Benton	A. Elizabeth Watson	Fee per Task
Task 1.0 - Project Initiation			$7,040
Initial Meeting #1	8	8	$1,280
Field Survey	16	16	$2,560
Background Information and Review	16	16	$2,560
Public Workshop #1	4	4	$640
Task 2.0 - Historical Overview			$4,800
Historical Overview	24	6	$2,400
Overview of Planning and Development	6	24	$2,400
Task 3-0 - Vision, Goals, Issues, and Objectives			$9,920
Existing Conditions Analysis	8	20	$2,240
Outline of Issues and Opportunities	20	12	$2,560
Draft Vision and Goals Statement	16	8	$1,920
Focus Group Sessions	12	12	$1,920
Steering Committee Meeting #2	8	8	$1,280
Task 4.0 - Preservation Plan Strategies and Recommendations			$10,880
Preservation Context	0	16	$1,280
Preservation Approach	16	8	$1,920
Strategies & Recommendations (1st Draft)	32	24	$4,480
Steering Committee Meeting #3	16	16	$2,560
Public Workshop #2	4	4	$640
Task 5.0 - Draft Preservation Plan			$13,600
Draft Preservation Plan (2nd Draft)	64	74	$11,040
Steering Committee Meeting #4	12	12	$1,920
Public Meeting #3	4	4	$640
Task 6.0 - Final Preservation Plan			$3,760
Final Preservation Plan	15	32	$3,760
Subtotal of hours per person	301	324	
Rate per hour	$80.00	$80.00	
TOTAL FEE			**$50,000**

This Proposal is governed by the attached General Terms and Conditions, which are incorporated into this Proposal by reference and made a part hereof. If you are in agreement with the Scope of Services and Terms and Conditions of this Proposal as presented herein, please sign and date both copies where indicated and return one copy to our Birchrunville, Pennsylvania office. This Proposal, together with the General Terms and Conditions, will constitute our Professional Services Agreement. We are prepared to commence work on the project immediately upon execution of this proposal.

We sincerely appreciate your selection of Heritage Strategies to assist you with the preparation of the Preservation Plan for the City of Joplin. We are excited by the opportunity to work with you.

Sincerely yours,

HERITAGE STRATEGIES, LLC

Peter C. Benton
Principal

CITY OF JOPLIN

Signature_____

Name/Title_____

Date_____

Enclosure: General Terms and Conditions

HERITAGE STRATEGIES, LLC
PROFESSIONAL SERVICES AGREEMENT
GENERAL TERMS AND CONDITIONS

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1. Proposal Dated: July 31, 2015

   Project: City of Joplin Preservation Plan

   To: City of Joplin, Missouri
   (hereinafter Client)

2. This Proposal is valid for thirty (30) calendar days from the date written above. When fully executed by both Client and Heritage Strategies, LLC (hereinafter Heritage Strategies), this Proposal, including these General Terms and Conditions, shall constitute an Agreement for Professional Services between Client and Heritage Strategies. In the event of a conflict between these General Terms and Conditions and the Proposal, the Proposal shall govern.

3. The Project Scope of Services and Heritage Strategies' services shall consist only of that described in this Agreement and includes all and only such work as Heritage Strategies deems necessary to carry out the Project Scope. If Client requests Additional Services, such additional work and the method and amount of additional compensation shall be agreed to in writing prior to undertaking additional work. If, after provisional or final acceptance of any Heritage Strategies work products by Client, any change is required or requested, such change(s) shall be deemed Additional Services.

4. Client shall provide full information regarding Project requirements. Heritage Strategies shall be entitled to rely upon the accuracy and completeness of any services and/or information furnished by Client and/or other consultants retained directly by Client. Client shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Project without interruption.

5. Notwithstanding any provision in this Agreement to the contrary, nothing herein shall be construed as (a) constituting a guarantee or warranty, either expressed or implied; (b) obligating Heritage Strategies to exercise professional skills, judgment, or standards of care greater than could be reasonably expected from other professionals under like circumstances; or (c) an assumption by Heritage Strategies of liability beyond that which is explicit in this Agreement or of the liabilities of any other party.

6. Based upon a mutually acceptable allocation of the risks, rewards, and benefits of the Project to, and between, Heritage Strategies and Client, Client agrees that, to the fullest extent permitted by law, Heritage Strategies' total liability to Client, Owner(s), and all partners, contractors, subcontractors, and other consultants and participants on the Project for any and all injuries, claims, losses, expenses, or damages arising out of this Agreement from any cause(s) including but not limited to Heritage Strategies' negligence, errors, and omissions shall, in the aggregate, not exceed Heritage Strategies' total fee for services rendered on the Project.

7. Fees and reimbursable expenses shall be invoiced monthly as the work progresses and payment is due upon receipt. Invoices shall be considered correct and accepted if not questioned in writing by Client within fourteen (14) days of receipt. Disputation over any portion of an invoice shall not relieve Client from payment of all undisputed amounts in accordance with the payment terms herein. No retainages shall be withheld from the compensation due. Accounts due over thirty (30) days from invoice submission are subject to carrying charges of 1.5 percent per month (an annual rate of 18%) on the unpaid balance or the maximum interest rate allowed by law, whichever is less, calculated from the submission date of the invoice(s). Prompt payment to Heritage Strategies is a material consideration of this Agreement. Failure to pay any invoice when due shall entitle Heritage Strategies to cease all work on the Project at its option. In the event of such cessation, Client waives all rights, claims, etc. which it might otherwise have against Heritage Strategies as a result of suspending or terminating work.

8. Reimbursable expenses are expenditures made by Heritage Strategies and its consultants in the interest of the Project and include, but are not necessarily limited to expenditures for: travel (lodging, meals, mileage, tolls, common carrier fares, etc.), vehicle rentals, photocopying, books and maps, drawing reproduction, photographic production and printing, commercial printing, binding, postage and express delivery, shipping and handling costs, preparation of renderings or special graphics, and similar expenditures if required for the Project. Reimbursable expenses shall be included in the lump sum fee for the Project.

10. This Agreement may be terminated by either party upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with this Agreement through no fault of the party initiating termination. In the event of termination, Heritage Strategies shall be paid its compensation for all services performed and expenses incurred through the termination date and all expenses directly resulting from termination.

11. Notes, reports, memoranda, drawings, maps, estimates, field data, images, databases, and other Project materials, including those in electronic form, prepared by Heritage Strategies or its consultants are instruments of service and shall remain the property of Heritage Strategies as author and owner, and Heritage Strategies shall retain all statutory, common law, and other reserved rights including the copyright(s) thereof. Notwithstanding the above, however, Heritage Strategies shall permit the use by the Client of work products prepared by Heritage Strategies for the Project consistent with the purposes of the Project. Such work products shall not, however, be conveyed by the Client for use by any third party or used by the Client for any purposes not consistent with the purposes of the Project.

12. All claims and disputes arising out of the performance, interpretation, application, or enforcement of this Agreement shall be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or a judicial forum, it being agreed that the venue for any judicial proceeding shall be a court located in Joplin, Missouri. Client and Heritage Strategies agree to include the foregoing provision in all agreements with other independent contractors and consultants retained for the Project. Notwithstanding the foregoing, in the event payment to Heritage Strategies is not made as and when provided for by this Agreement, Heritage Strategies may exercise any remedies available in law or equity and, if Heritage Strategies recovers judgment in any sum, Heritage Strategies shall also recover reasonable counsel fees, carrying charges, and interest, as well as all litigation and collection expenses, witness fees, and court costs. Aside from the foregoing, if either party institutes legal action of any kind against the other for failure or alleged failure to perform, error, omission, or negligence, and such action is not successfully prosecuted, or is dismissed, or if the decision is rendered for the party against which action is brought, the initiating party agrees to pay the party against which action is brought all defense costs.

13. This Agreement shall be governed by the laws of the State of Missouri, and shall be binding upon the parties and their respective successors, assigns, and personal representatives. These General Terms and Conditions together with the Proposal constitute the entire and integrated Agreement between Client and Heritage Strategies, and supersede all prior negotiations, representations, or agreements, whether written or oral except as are specifically incorporated by reference. In the event any provision(s) of this Agreement are held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. This Agreement may not be amended except by written instrument signed by both Client and Heritage Strategies. Neither party shall assign its interest in this Agreement without the prior written consent of the other party. By executing the Proposal, the Client's signatory represents that he/she is authorized to enter into this Agreement on behalf of Client, and that Client has had benefit of counsel, and understands and agrees to all of the Terms and Conditions herein.