INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 2020 by and between the City of Joplin, Missouri (hereinafter "City"), and Stealth Agency, LLC, a Missouri Limited Liability Company, d/b/a Stealth Creative (hereinafter "Contractor"), and with City and Contractor being referred to collectively as the "parties."

WHEREAS, City desires to retain a professional marketing firm for consulting and marketing services for advertising relating to tourism marketing for the City's Convention and Visitors Bureau; and

WHEREAS, Contractor desires to provide consulting and marketing services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties do hereby agree as follows:

1. Term. The term of this Agreement is effective from October 19, 2020 through October 18, 2023, unless terminated as provided herein.

2. Contractor's Services. Contractor agrees to diligently perform in a professional and workmanlike manner the following services: Request for Bid Proposal Package #2020-RFP-05 for Joplin CVB Print & Digital Media Buyer, attached hereto and incorporated by reference as Exhibit A. Contractor's bid is also attached hereto and incorporated by reference as Exhibit B.

3. Costs and Payment. It is agreed by the parties that Contractor will be compensated for the foregoing services as follows: Approved print purchases will be charged to the client to yield 12% commission to Contractor and digital and/or social media will be charged to client to yield a 20% commission to Contractor. For example, if the net print media buy is $1,000, Contractor shall be paid a fee of $136.36. No expenses for travel, mileage, postage, printing, presentation materials, photography, and other related expenses will be reimbursed by City, unless approved by City in writing. Contractor will submit a monthly invoice that City shall pay within thirty (30) days of receipt.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal

Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

5. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

6. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

7. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

8. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by Contractor.

9. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

10. Compliance with laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

13. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

14. Indemnification. Contractor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Contractor, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

15. Non-Discrimination. In performance of the work covered by this Agreement, Contractor shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

16. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

17. Rights and Benefits. Contractor's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

18. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

19. Termination. Either party may terminate this Agreement, without cause, by giving the other party thirty (30) days' written notice of the same.

20. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR CONTRACTOR

BY: _____
By:
Its: authorized signatory

Date: _____

FOR THE CITY OF JOPLIN

BY: _____
By: Nick Edwards
City Manager

ATTEST: _____
Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney