

AGREEMENT

This Agreement (the "Agreement") is entered into on this _____ day of February, 2010, in Johnson County, Kansas, by and between the City of Overland Park, Kansas, hereinafter referred to as (the "City") and Lee Hecht Harrison L.L.C. a Delaware Corporation, hereinafter referred to as ("LHH.")

WHEREAS, the City desires to utilize the services of LHH to provide professional career transition services as part of the City's recently announced Reduction In Force Plan (RIF Plan), and

WHEREAS, LHH by reason of training, knowledge, reputation and experience has expertise in the area of providing career transition services, and

WHEREAS, LHH by execution of this Agreement represents itself as being capable, experienced and professionally qualified to undertake and perform the services described herein, and

WHEREAS, the City is authorized and empowered to contract with LHH for the furnishing of professional career transition services, and

WHEREAS, LHH agrees to perform the services described herein as an independent contractor and not as an employee of the City, and

NOW THEREFORE, In consideration of the premises and mutual covenants herein set forth, the parties agree as follows:

SECTION I - LHH SCOPE OF DUTIES

LHH shall provide professional and timely career transition services to individual employees identified by the City as being subject to the provisions of the RIF Plan to include but not limited to the services set forth in Exhibit A attached hereto.

SECTION II. RESPONSIBILITIES AND OBLIGATIONS OF CITY

A. Designated Person

The City shall designate a person to coordinate all career transition service activities with the LHH and act as the City's Representative. The designated person or alternate shall be available at all times reasonably necessary to make decisions on behalf of the City. The designated person shall work and coordinate career transition service activities with LHH, however, the designated person shall not be under the direction or control of LHH and shall at no time be considered an employee or agent of LHH.

B. Availability

The City shall reasonably make available to LHH the staff necessary to provide the services and performance required herein. The parties agree to reasonably negotiate the scheduling of career transition service activities.

SECTION III – COMPENSATION

City agrees to pay LHH for career transition services performed in accordance with the terms of this Agreement at the rate of \$1950 per eligible employee who enrolls with LHH for such services. Billing invoices shall be generated monthly as transition services are initiated, and invoices shall be mailed or sent electronically monthly by LHH to Mike Garcia, Acting Director of Human Resources. City agrees to pay approved invoices within thirty days.

SECTION IV - CASH BASIS LAW

The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current budget year. In the event the City does not so budget and appropriate the funds, the parties shall be relieved from all obligations, without penalty, under this Agreement.

SECTION V - TERM OF AGREEMENT

The initial term of this Agreement shall be from January 1, 2010 to December 31, 2010 with the City's option to extend the Agreement as it deems appropriate.

SECTION VI - TERMINATION

1. Termination for Convenience. Either Party may without reason or without cause and solely for the Party's convenience terminate this Agreement at any time by providing the other Party notice in writing at least thirty (30) days prior to the effective date of such termination for convenience.
2. If the City terminates for its convenience as herein provided, the City shall compensate LHH for all services completed to date of its receipt of the termination notice and any additional services requested by the City to complete any necessary work. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Termination for Cause. Without in any manner limiting the right of the City to terminate this Agreement or declare LHH in default thereof for any reason set forth herein, if the work to be done under this Agreement shall be abandoned by LHH, or if this Agreement shall be assigned by LHH otherwise than as herein provided; or if LHH should be judged as bankrupt; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for LHH or any of its property; or if at any time the City determines that the performance of the work under this Agreement is being unnecessarily delayed, that LHH is violating any of the conditions or covenants of this

Agreement, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Agreement; then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon LHH of the City's intention to terminate this Agreement, and, unless within ten (10) days after the serving of such notice upon LHH a satisfactory arrangement be made for the continuance thereof, this Agreement shall cease and terminate unless the City otherwise agrees to continue the Agreement. In the event of such termination, the City shall immediately serve notice thereof upon LHH and the City may take over the work and prosecute same to completion by contract with another service provider or otherwise and in such event the City may take possession of and utilize in completing the work any and all documents and other materials as may be necessary therefore. When LHH's services have been so terminated, such termination shall not affect any rights or remedies of the City against LHH then existing or which may later accrue. Similarly, any retention or payment of monies due LHH shall not release LHH from liability.

If the City terminates for cause or default on the part of LHH, the City shall compensate LHH for the reasonable cost of services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

SECTION VII – CONFIDENTIALITY

All of the personal employee information, City information, information provided to LHH by a terminated employee to include all reports and documents prepared, assembled or compiled by LHH in performing its duties as provided by the terms of this Agreement are to be considered confidential and LHH agrees that it will not, without prior written approval by the City submit or make the same available to any individual, agency, public body or organization other than the City or as needed to provide transition support services to individuals entitled to receive the services provided for in this Agreement, except as may be otherwise herein provided, subject to the Kansas Open Records Act.

SECTION VIII - HOLD HARMLESS AND LIABILITY

LHH agrees to defend, indemnify and hold harmless the City, the City's agents, employees and assigns from any and all lawsuits, claims, settlements, and judgments for personal injury, bodily injury, property damage and/or death or any other basis, arising solely out of LHH's or any of its agents, servants and/or employees' negligent or purposeful acts, and or failure to act in the performance of this Agreement.

LHH shall not be responsible for claims, expenses, damages, or liability for personal injury or damage to property, directly or indirectly arising from the negligent or wrongful act of City, its officers, employees, agents and volunteers and/or failure to act in the performance of this Agreement.

SECTION IX - INSURANCE

LHH shall maintain throughout the duration of this Agreement, insurance in, at a minimum, the amounts specified below. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City.

1. Professional Liability: LHH shall maintain throughout the duration of this Agreement, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000), each claim/aggregate, and shall provide the City with certification thereof.

2. Commercial General Liability:

Each Occurrence	\$500,000
Personal & Advertising Injury	\$500,000
Products/Completed Operations	
Aggregate	\$500,000
General Aggregate	\$500,000

3. Automobile Liability Insurance: Policy shall protect LHH against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

A) Any Auto

OR

B) All Owned Autos;
Hired Autos; and
Non-Owned Autos

Limits

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:	\$500,000
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4. Workers' Compensation and Employers' Liability: This insurance shall protect LHH against all claims under applicable state Workers' Compensation laws. LHH shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall include "all States" insurance, and the liability limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

5. Industry Ratings: The City will only accept coverage from an insurance carrier which offers proof that the carrier:

- A) Is licensed to do business in the State of Kansas;
 - B) Carries a Best's Policyholder rating of A or better; and
 - C) Carries at least a Class X financial rating;
- or
- D) Is a company mutually agreed upon by the City and LHH.

Certification of insurance coverage in Sections (2), (3) and (4) above shall be on the City's Standard Certificate of Insurance Form or standard accord form acceptable to City. Certification of professional liability insurance shall be provided on a separate form provided by LHH's insurance carrier.

SECTION X - ASSIGNMENT

Parties hereto agree that neither shall assign, sublet or transfer their interest in this Agreement without the written consent of the other and further agree that this Agreement binds the parties, their successors, City's assignees and legal representatives.

SECTION XI - PROHIBITION AGAINST CONTINGENT FEES

1. LHH warrants that it has not employed or retained any company or person, other than a bona fide employee working for LHH, 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, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City may terminate this Agreement without liability or may, in its discretion, deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. LHH warrants that it will not accept any fee, commission, percentage, gift, or other consideration from any third party for the performance of any work under the Agreement.

SECTION XII - APPLICABLE LAW

The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

SECTION XIII - PRIOR VERBAL OR WRITTEN STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal and written statements of any and every official and/or other representative of the City and LHH and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written contract.

SECTION XIV - INDEPENDENT CONTRACTOR

LHH is an independent contractor and as such is not an employee of the City. LHH is responsible for any and all federal, state and local taxes.

SECTION XV - COMPLIANCE WITH EQUAL OPPORTUNITY LAWS, REGULATIONS AND RULES AND OTHER LAWS

A. LHH agrees that:

1. LHH shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry or age;
2. In all solicitations or advertisements for employees, LHH shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
3. If LHH fails to comply with the manner in which the LHH reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, LHH shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
4. If LHH is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, LHH shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
5. LHH shall include the provisions of paragraphs (1) through (4) above in every subcontract or purchase order so that such provisions will be binding upon such sub-contractor or vendor.

B LHH further agrees that LHH shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

EXHIBIT A



LHH Customized Programs for the City of Overland Park

2-Month In-Office & 2-Months CRN

Delivered in an LHH office where the individual will receive 60-days of 1-on-1 **dedicated career** coaching, office resources, access to special workshops and group seminars, and access to CRN Technology for a total of 4 months.

FEE: \$1950 PER INDIVIDUAL

Additional LHH Services	
Pre-Planning and Logistics Coordination	Included with commitment
Manager Notification Training – Classroom or Web-Based	Included with commitment
Onsite Notification Day Support	Included with commitment

TWO MONTH CAREER TRANSITION SERVICES

- Conduct self-assessment and develop career plan
- Prepare resume and marketing plan
- Learn interviewing and networking skills

Service Description

Services provided for *two months*

Utilizing LHH AIM® methodology (**A**ssess opportunity, **I**mplement search, **M**anage transition), each individual receives personal support and productivity tools to help identify and achieve his/her career transition goals.

Individual Consulting and Training includes:

- Evaluate personal skills and strengths
- Explore career options, including self-employment
- Prepare a resume and other job search materials
- Develop a self-marketing plan
- Train in job search skills including networking, interviewing and negotiating

Job Search Support includes:

- Participate in LHH's Productivity Clinic
- Internet access to LHH's Career Resource Network™ for market research, e-learning opportunities and job leads
- Inclusion in Resume Reserve™, an LHH tool that offers resumes to tens of thousands of employers
- Use of LeadLink™, LHH's job bank for direct access to over 100,000 jobs opportunities
- Take part in special workshops, seminars and round tables
- Receive techniques on how to continue job search activities at home

Office Resources Includes:

- Additional two month virtual services
- Work space provided in local LHH office
- Telephone, voicemail and fax services
- Access to LHH client and alumni networks