Mr. Doug Buresh December 13, 2018

President and CEO

Kentucky Municipal Energy Agency

dburesh@kymea.org

**IN RE: Legislative Consulting services for the Kentucky Municipal Energy Agency during the 2019 Kentucky legislative session**

Dear Mr. Buresh:

This Engagement Letter (Letter) confirms my engagement and retainer as an independent, professional consultant (Bell) to provide services to and on behalf of the Kentucky Municipal Energy Agency (KYMEA) during the 2019 Kentucky General Assembly legislative session. When accepted by KYMEA as hereinafter provided, this Letter shall constitute a consulting services agreement between Bell and KYMEA, the terms and conditions of which are as hereinafter provided, to-wit:

**Scope of Services**

Bell shall make available to KYMEA her knowledge and expertise and shall advise and coordinate with KYMEA as follows:

* Formulation of communications and serve as advocate on behalf of KYMEA before city, local, and state governmental officials, including but not limited to the following:
  + Kentucky Public Service Commission
  + Members of the Kentucky General Assembly and their staff including the Legislative Research Commission during the 2019 legislative session
  + Kentucky Executive Branch leadership, including Governor’s staff, the Cabinets for Energy, Economic Development, Finance, Department for Local Government, etc.
  + Utility stakeholder and manufacturing trade groups, such as Kentucky Association of Manufacturers, the Kentucky Industrial Utility Customers, and Kentucky Association of Economic Developers
  + Frequent environmental intervenors such as Kentucky Resources Council, the Sierra Club, and other groups
  + Local and State economic development entities, including local and state Chambers of Commerce
* Actively work on behalf of the KYMEA during the 2019 General Assembly to Create/passage/adoption of Joint Action legislation.

* Monitor social and local news media for information relevant to the activities of KYMEA
* Coordinate and collaborate with other consultants and service providers to KYMEA
* Such other services as may be required and mutually agreed upon by the Parties

The Parties expressly acknowledge that Bell is an independent contractor under the terms hereof and shall not act as or be an employee of KYMEA. Bell shall perform consulting services with the same standard of care and diligence normally provided by a professional person in the performance of similar services. Bell shall not knowingly undertake any assignment during the term of this consultancy that would directly compete or conflict with the activities or objectives of KYMEA. However, KYMEA acknowledges that Bell is a professional governmental affairs consultant who is currently engaged by various clients, and that this consultancy does not constitute an exclusive dedication of Bell’s time and expertise to KYMEA. Bell shall use commercially reasonable care and diligence to prevent any actions or conditions that would result in a conflict with the interests of KYMEA.

**Consulting Fees**

As consideration for the services rendered, Bell will be paid and compensated by KYMEA as follows, to-wit:

* A retainer of $7,500 paid on the the execution of the contract that will be in effect until sine die of the legislative session on March 29, 2019.
* Legislative Ethics Commission lobbyist registration fee of $300.00
* Commercially reasonable out-of-pocket expenses, such as expenses for copies, fees, mileage (for additional meetings outside of Frankfort), etc., shall be billed and paid on a reimbursement basis within 10 business days of tender of invoice;
* Compensation for services of an extraordinary nature that would entail commitment of time and expertise substantially beyond that originally contemplated herein shall be mutually agreed upon by the Parties on a case-by-case basis.
* Any individual expense in excess of $1,000 will require the prior approval of KYMEA;

**Commencement and Term**

This Letter, and the terms and conditions hereof, shall be effective when signed by the Parties and will continue in effect, unless terminated as provided below, until completion of services.

Either Party may cancel at will this agreement upon thirty (30) days written notice to the other Party. In the event of a perceived material breach of a term hereof, then the objecting Party shall provide the other Party written notice of the particulars of the perceived material breach and the Party in receipt of the breach notice shall within ten (10) days of receipt of notice either correct or contest the perceived breach.

In the event of cancellation, KYMEA will pay Bell for services satisfactorily performed prior to the effective date of cancellation. Any records, documents, or other work product of whatever kind prepared for KYMEA by Bell prior to the effective date of cancellation shall be promptly delivered to KYMEA by Bell.

**Work Product & Confidentiality**

All right, title, and interest to all work product developed by or as a result of Bell’s services shall transfer to KYMEA at such time as all amounts due Bell under the terms hereof are paid in full.

Bell shall not disclose or otherwise divulge Confidential Information to any person during or after the term hereof without KYMEA prior express written consent. Bell shall permit knowledge of and access to Confidential Information only to those persons who have a need to know such information in order to perform services hereunder and who acknowledge and agree to be bound by the confidentiality provisions hereof. Bell shall use at least the same standard of care in protecting Confidential Information that she uses in protecting her own proprietary information.

For purposes hereof, “Confidential Information” shall mean non-public, confidential or proprietary information that is designated by KYMEA as confidential. The term “Confidential Information” does not include any information that is (i) at the time of disclosure or thereafter is generally available to the public, (ii)

was available to Bell on a non-confidential basis from a source other than KYMEA provided such source is not bound by a confidentiality agreement that is applicable to the Confidential Information, or (iii) has been independently acquired or developed by Bell without violating any of her obligations or duties under this Letter.

The Party in receipt of Confidential Information will promptly, upon written request of the other Party, redeliver the Confidential Information to the other Party without retaining any copies thereof, or will destroy all copies of such information and present a letter to that effect.

**Additional Provisions**

1. **Prior Agreements** – This Letter embodies the entire understanding between the Parties with respect to the matters herein contemplated, and all other agreements, understandings, representations, oral or written, are superseded by this Letter.
2. **Kentucky Legislative Ethics Commission**- Bell agrees to complete and submit all documents required by the Kentucky Legislative Ethics Commission on behalf of Bell Consulting and KYMEA per the state reporting requirements for the duration of the contract.
3. **Amendments** – Neither this Letter nor any provision hereof may be modified or amended except by the mutual express written consent of KYMEA and Bell.
4. **Assignment** – This Agreement, and any right or obligation hereunder, may not be assigned, transferred, or delegated by either Party without the express written consent of the other Party, which consent will not be unreasonably withheld.
5. **Damages** – Neither Party nor its affiliates, nor their officers, directors, employees or agents shall be liable hereunder to the other party or its affiliates for consequential or indirect loss or damage, including loss of profit, loss of use, loss of revenue or any other incidental or special damages.
6. **Notice** – Any notice given under this Letter shall be in writing and shall be tendered to Bell at stephaniechapmanbell@gmail.com; or to KYMEA at the email address first above written.
7. **Severability** – If any term or provision of this Letter is found by a court of competent jurisdiction to be invalid, void, or unenforceable, then the remainder of the terms and conditions hereof shall remain in full force and effect.
8. **Governing Law** – The terms and conditions of this Letter will be governed by, construed, and interpreted in accordance with the laws of the Commonwealth of Kentucky.

Please indicate your agreement with the terms hereof by signing in the space below.

Very truly yours,

BELL CONSULTING

/s/ Stephanie C. Bell

Stephanie C. Bell

**ACCEPTED and AGREED to this \_\_\_\_\_\_ day of December 13, 2018.**

**Kentucky Municipal Energy Agency**

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**By: Doug Buresh**