

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063
Phone: 816-969-1087
deedee.tschirhart@cityoffs.net

TITLE-SIGNATURE PAGE

REQUEST FOR PROPOSAL NO. 2021-008

The City of Lee's Summit will accept electronically submitted proposals through Public Purchase from qualified persons or firms interested in providing the following:

LEGISLATIVE AND INTERGOVERNMENTAL SERVICES
IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES

PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE CLOSING DATE OF
NOVEMBER 6, 2020 AT 3:00 P.M. LOCAL TIME

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase for any addendums prior to the closing date and time of this Proposal. All addendums must be signed and included with submitted proposal.

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

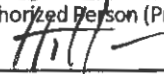
Company Name	Strategic Capitol Consulting LLC	Authorized Person (Print)	Tom Robbins
Address	16141 Swingley Ridge Rd, Ste. 110	Signature	
City/State/Zip	Chesterfield, MO 63017	Title	Partner
Telephone #	573-645-5712	Date	11/5/20
Fax #		Tax ID #	45-5397012
E-mail	tom@strategiclobby.com	Entity Type	LLC

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Thursday, November 5, 2020

Ms. DeeDee Tschirart
City of Lee's Summit
Senior Procurement Officer
220 S.E. Green Street
Lee's Summit, Missouri 64063

Re: RFP NO. 2021-008, Legislative and Intergovernmental Services, Letter of Transmittal

Dear Ms. DeeDee Tschirart:

Government affairs firm Strategic Capitol Consulting LLC (SCC) is submitting a response to the City of Lee's Summit's Request for Proposal No. 2021-008 Legislative and Intergovernmental Services. This letter includes the following: a description of SCC, an outline of how SCC understands the services required by the City of Lee's Summit (City), additional relevant information, a signature of a person representing SCC and an overview of SCC's relationship with legislators.

SCC is a fully-integrated, bipartisan public affairs firm specializing in federal, state and local government relations and business development advisory services. Founded in 2012 by former Speaker of the House Steven Tilley, he and his partner, Tom Robbins, have cultivated one of the top lobbying firms in Missouri. SCC's key policy issues include public-private partnerships, health care, technology, energy, insurance, education, gaming, medical cannabis, tax credits and not-for-profits. Notable SCC successes include securing funding for nurses attending to special needs children, workforce development programs for non-profits such as Mission: St. Louis, protecting Missouri's franchise law and free market values for local dealers like Tesla, Inc. and securing millions for the restoration of the Harry S. Truman Presidential Library and Museum. SCC maintains offices in Jefferson City, Chesterfield and Perryville, Missouri.

SCC's relationships with legislators and the institution of the Missouri Capitol Building run deep. As a former speaker of the House, SCC Founding Partner Steven Tilley either recruited or served with much of the Missouri Senate. Governor Parson and Steven have supported each throughout their respective political careers. Then-state Rep. Parson persuaded Steven to run for floor leader and then speaker. Steven supported Parson's state senate race and eventually his successful bid for lieutenant governor.

Tom Robbins started his lobbying career with the incoming senior class in the House. For his first couple years, Tom essentially lived in the House chamber, learning the process and players. Through sheer time, effort and reputation, Tom has cultivated deep and durable relationships in the House—particularly among leadership—and throughout the Capitol, as the state Senate is full of former state representatives.

Brittany Robbins began cultivating relationships with state legislators as communications director for the Missouri Democratic Party. As a result, she has cultivated and maintained several relationships with minority members in the House and Senate. She also has forged great relationships with employees of the executive branch.

Tracy King began her lobbying career a little over 20 years ago with the Department of Revenue. She was not appointed by the Governor, as most liaisons are, but was recognized and nominated by senior managers of the Department as a candidate for the position. After successfully filling that role for almost seven years, she moved on to run the governmental affairs program for the Missouri Municipal League until being named the first female Vice President of Government Affairs for the Missouri Chamber of Commerce. She brings a level of experience and knowledge of issues that most lobbyists don't have and has worked under both Democrat

and Republican majorities. Her relationships with legislators are vast as legislators from both sides of the aisle rely on her institutional knowledge when working on legislation.

Travis Brown played a pivotal role in supporting the initial nomination of then-state Treasurer Eric Schmitt to become the Missouri Attorney General, now elected statewide by an overwhelming majority. As a dedicated corporate member to the Republican Attorney Generals Association (RAGA), Travis has supported the election of General Schmitt to their national executive committee in 2021-2022. Travis has also served as an early founder and guest speaker on the Executive Roundtable of the Republican Governor's Association (RGA), which was a major supporter of Mike Parson. In 2020, Travis also joined the United States Senate "Majority Makers" network of major donors working with Senators Mitch McConnell and Roy Blunt.

In addition to its strong relationships with the Missouri General Assembly, SCC has a proven track record of successfully lobbying and negotiating with local governments, state agencies, officials and elected representatives for its clients. SCC will execute its professional services as described herein, and as The City directs. The services outlined in this letter are based on an understanding of what is described in the RFP. The services include developing an understanding of the City's mission, goals and services, advocacy, government relations, execution and development of relationships, recommendations on appropriations, legislation, negotiations with state agencies, written and oral reports. In addition to further City requests and in response to its Request for Proposal No. 2021-008 Legislative and Intergovernmental Services, SCC will provide the following services:

(1) Strategic Planning

1. SCC will participate in a discovery process to develop a better understanding of the City's advocacy, legislative and general economic development needs and efforts to establish possible state-level opportunities for public policies.
2. SCC will work with the City's Mayor, City Council and designated staff members to develop overall objectives, goals, legislative packages and strategy for achieving these goals and objectives. This includes researching legislative and budget opportunities, and state programs that align with the City's interest and goals.
3. SCC will present suggestions to the City's Mayor, City Council and key staff regarding advocacy, legislative, appropriation, public policy and relationship goals for 2021 calendar year and the legislative session.
4. SCC will incorporate any City feedback or direction into a strategic plan involving key stakeholders and the appropriate elected officials, civic leaders and decision makers. The strategic plan will include:
 - a. Memorandum of overall objectives and City goals
 - b. Advocacy and government relations plan
 - c. Appropriations proposal plan
 - d. Relationship and key stakeholder management plan
 - e. Additional public policy and increased advocacy capacity plan
5. In addition to the strategic plan, SCC will manage and coordinate the efforts of the City to develop industry-wide consensus positions and unified action on legislative and regulatory issues of interest.
6. SCC will maintain key relationships the City has established and work to forge and develop new relationships with critical stakeholders and likeminded public policy entities for collaboration opportunities and increased advocacy capacity. SCC will leverage these relationships to provide the City with a unique opportunity for intimate discussion with those individuals on important topics.

(2) Government Relations

1. SCC will introduce the Mayor, members of City Council, key staff members to key legislators, committee chairs and leadership members.
2. SCC will assist the City in developing proposals for appropriations and fiscal issues and inform and lobby members of the general assembly of any appropriation requests.
3. SCC will support the City's efforts in identifying and securing additional funding sources for City needs and priorities such as parks funding, Community Development Block Grants (CDBG), transit grants,

funding for law enforcement and first responder FTEs, any possible community/environmental improvement tax credits at the state level and additional appropriation opportunities.

4. SCC will research, monitor and provide weekly reports on all legislation and government affairs impacting the City. This will include recommendations on how to proceed in order to obtain successful outcomes and achieve the City's goals.
 5. SCC will develop and present written and oral public testimony to appropriate legislative committees and other executive departments on issues that concern the City's interests and goals.
 6. SCC will provide the City opportunities to engage with members of the Missouri General Assembly in order to effectively communicate the City's agendas and goals.
 7. SCC will identify opportunities for the City to engage appropriate state agencies on key areas of interest.
 8. SCC will work to promote the City's mission and key areas of interest to state agencies for potential organic options of collaboration, appropriations and grant funding.
- (3) Reports
1. SCC will promptly answer and complete City requests.
 2. During the legislative session, SCC will provide weekly legislative and government affairs reports that include updates on general happenings of the legislative and executive branch, key pieces of legislation, including appropriations.
 3. SCC will provide and/or host conference calls with the Mayor, City Council members and key staff that includes updates on general happenings of the legislative and executive branch, key pieces of legislation, including appropriations.
 4. SCC will deliver a report to the City summarizing the 2021 legislative session on its conclusion in May 2021.
 5. The City will annually review SCC's performance and the terms of the management agreement.
 6. SCC will maintain registration, maintain all records, and file all reports, as required pursuant to all applicable laws.

Throughout SCC's submission to the RFP, even more information is provided that describes its understanding of services required by the City, Please do not hesitate to let us know if you have any questions or would like more information. Thank you for your time and consideration. We look forward to future correspondence.

Sincerely,



Steven Tilley
Founding Partner
Strategic Capitol Consulting

Form NO. 1: PROVIDER PROFILE

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

Name: Strategic Capitol Consulting , LLC (SCC)

Address: 16141 Swingley Ridge Road, Suite 110, Chesterfield, MO 63017

1a. Provider/Firm is: National, Regional or Local

SCC is a fully integrated, bipartisan public affairs firm specializing in federal, state and local government relations and business development advisory services with clients located throughout Missouri.

1b. Year Provider/Firm Established:

- Years of Experience providing RFP identified service/project for municipalities
- Years of Experience providing Legislative and Intergovernmental Services

SCC was founded in 2012 by former Speaker of the House Steven Tilley, and he and his partner, Tom Robbins, have cultivated one of the top lobbying firms in Missouri. SCC has represented municipalities and political subdivisions since 2014 and has provided legislative and intergovernmental services since its existence.

- SCC has represented municipalities and local governments for six (6) years
- SCC has provided legislative and intergovernmental services for eight (8) years

1c. Licensed to do business in the State of Missouri?

SCC is legally registered as a Limited Liability Company. The company is solely registered and licensed to do business in the state of Missouri.

1d. Principal Contact Information: Name, title, telephone number and email address:

Tom Robbins, Partner and Lobbyist

Cell: 573-645-5912

Email: tr@thomasrobbinslaw.com

Brittany Robbins, Communications Strategist and Lobbyist

Cell: 314-712-8646

Email: brittany@strategiclobby.com

1e. Address of office to perform work, if different from Item No. 1:

During the legislative session work will be performed in our Jefferson City office.

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided:

Below is SCC's staff committed to provide services for the City.

Steven Tilley, Founding Partner and Lobbyist

Steve is principally responsible for developing strategy and lobbying Senate and House leadership and the Executive Branch.

Tom Robbins, Partner and Lobbyist

Tom is responsible for implementing Steven's strategy and managing the daily lobbying activities.

Travis Brown, National and Federal Liaison

Travis has over 20 years of government affairs experience in almost half of the 50 states. He will represent SCC's clients in other states and Washington DC.

Tracy King, Lobbyist and Political Consultant

Tracy will represent clients at the executive, legislative and judicial branch of government. With over 20 years of experience she will also provide clients with legislative strategy and business development.

Brittany Robbins, Communications Strategist and Lobbyist

Brittany is responsible for all client correspondence and public relations. She assists with messaging, strategic planning, monitoring and lobbying.

Cassie Grewing, Monitoring Consultant

Cassie manages SCC's legislative monitoring and committee assignments.

Christopher White, General Counsel

Chris is a licensed attorney in Missouri and represents SCC in business transactions, assists SCC in legislative drafting, public policy and campaign finance law.

3. If submitted by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

Cassie Grewing, LLC, Owner and Lobbyist

Cassie Grewing is a lobbyist and subcontracted by SCC. After graduating with a bachelor's degree in political science, Cassie worked in the Attorney General's Office as a paralegal investigator. In 2014, she launched her career as a lobbyist and founded her own political consulting and lobbying firm. Cassie is an expert in the legislative process and is responsible for monitoring all legislation impacting clients, providing timely communications and weekly reports.

Christopher White, Law Offices of Christopher S. White, LLC

Chris White is SCC's lawyer. He is a licensed attorney in Missouri and assists SCC in legislative drafting, public policy and campaign finance law and also in business transactions.

3a. Has this Joint Venture previously worked together?

Yes, Cassie began working with SCC in 2018 and Chris has worked with SCC since July 2020.

Form No. 2: Key Outside Consultants

Each respondent must complete this form for all proposed sub-consultants

SUB-CONSULTANT #1

Name & Address

Flotron & McIntosh, LLC
612 E Capitol Avenue
Jefferson City, Missouri 65101

Specialty/Role with this Project:

Flotron McIntosh, LLC is a strategic government relations firm that helps organizations establish and maintain the right relationship with government at all levels. President and CEO Richard McIntosh specializes in contracting, procurement and navigating government contracts. While McIntosh may not have a specific role or designation during the duration of the working agreement, he plays a key role in the services SCC provides its clients. As a result, McIntosh has strong relationships with key state of Missouri directors and particularly the Office of Administration.

Worked with the Lead Firm Before:

SCC has been collaborating with Flotron & McIntosh for three years and specifically Richard McIntosh as the key point of contact. McIntosh has helped SCC clients such as ScholarPath, Concierge Testing Services, Tremco Incorporated establish and maintain relationships with Missouri's Office of Administration procurement services and leadership in the Missouri House and Senate

Year Firm was Established

- Years of Experience providing Legislative and Intergovernmental Services
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant

Richard McIntosh has 20+ years of experience as president and CEO of Flotron & McIntosh, LLC.

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than 10 (10) total projects.

1. Project Name & Location:

Client is Cole County, located in Jefferson City, MO.

Completion Date (Actual or Estimated):

Contract began November 2018 and are currently contracted through 2021.

Project Owners Name & Address:

The physical address for the Cole County Commission is 311 East High, Jefferson City, MO 65101.

Project Owner's Contact Person, Title & Telephone Number:

Client's contact person is Cole County Commissioner Jeff Hoelscher. His contact information is jhoelscher@colecourt.org, and his number is 573-619-8299 (cell) or 573-634-9110.

Estimated Cost (in Thousands) for Entire Project:

SCC will provide this information upon request.

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:

SCC will provide this information upon request.

Scope of Entire Project (Please give quantitative indications wherever possible):

SCC developed an understanding of the Commission. Maintained communications with client by phone, text, email and weekly reports. Monitored and reviewed all filed legislation. Attended and monitored committee hearings. Monitored both House and Senate Chambers. Advocated legislative, public policy and appropriation needs on behalf of client. Established and maintained relationships with key legislators, committee chairs and leadership members on behalf of client. Attended and provided presentations at commission hearings. Completed all additional requests submitted by client.

Nature of Service Provider's/Firm's responsibility in project (Please give quantitative indications wherever possible):

In 2020, a total of 2271 bills were filed. SCC tracked a total 422 for Cole County. SCC maintained communication on pertinent information in order to successfully defeat, amend and pass bills. Each week, SCC provided Cole County a legislative summary of key action taken by the Missouri General Assembly, the Parson Administration, public policy issues, updates on the supplemental FY2020 and FY2021 budget. The reports also included a separate bill report regarding all bills being tracked by SCC for Cole County. Key policy issues SCC worked on for Cole County include the following:

Funding for a full-time judge salary: SCC successfully lobbied appropriation committees and the House and Senate to appropriate funding for a salary for a full-time judgeship in Cole County;

SCC helped pass House Bill 1330 sponsored by Representative Rudy Veit (R- Jefferson City) for Cole County. The bill created a port authority and authorized the Governor to sell, transfer, grant, convey, remise, release, and forever quitclaim all interest in specific property, described in the bill, along with an easement, located in Cole County, Missouri. Currently, it is estimated that there is 116 acres that could be transferred. During committee discussion, substitute language was adopted to include SB 948, sponsored by Senator Wayne Wallingford (R-Cape Girardeau), authorizes the conveyance of certain state property located in Ste. Genevieve County. Once modified, the committee passed the bill by a 7-0 vote;

SCC successfully lobbied Governor Parson to veto House Bill 1854 sponsored by Representative Donna Pfautsch. The bill would have changed laws regarding the consequences of a political subdivision for failure to file an annual financial statement with the State Auditor as required by law. If the failure to submit the annual financial statement was a result of fraud or other illegal conduct by any employee, the failure shall not

result in a fine. The Director of the Department of Revenue shall have the authority to make a one-time downward adjustment to any fine he or she deems uncollectible. If, after August 28, 2020 and before January 31, 2021, a political subdivision fails to file an annual statement, the Director of the Department of Revenue must notify the Attorney General, and the Attorney General will initiate the process to disincorporate the political subdivision as specified in the bill. During the bill's progression through the committee process, substitute language was adopted mandating the State Auditor to notify municipalities in which the political subdivision is located that the subdivision is delinquent in filing a financial statement. Additionally, political subdivisions would of had 90 days (compared to the original 30) to reconcile the issue and submit financial statements to the State Auditor;

Defeating Senate Bill 617: If the Senate Bill 617 passed, authority from local public health agencies would have been stripped during the middle of a public health crisis. In many Missouri counties, the local health board is chosen by citizens whom have expressed support for their faith in the will and responsibility of local health boards. Senate Bill 617 would have undercut that and removed the ability of county health boards to promulgate rules. Missourians want the boards to be able to pass and execute local public health ordinances. It allows them to help keep Missourians safe; and

SCC also tracked all legislation related to working animals, breed specific legislation and agriculture, legislation modifying provisions governing the authorization of the deduction of moneys from the paychecks of public employees for the benefit of public labor organizations; eminent domain, tax collection, local utilities and all legislation impacting local governments and political subdivisions.

Additionally, as Covid-19 began to spread in Missouri and the General Assembly went on break, SCC began proving in-depth pandemic related reports that included updates on each of Governor Mike Parson's daily briefings, summary of any actions taken by state agencies, updates on stay at home orders across the state, CDC guidelines, the federal CAREs Act, unemployment in Missouri, Covid-19 related resources, day-by-day timeline of all action taken by the Parson Administration related to the pandemic, positive cases and deaths reported by the Department of Health and Senior Services and the Johns Hopkins University Center for Systems Science and Engineering

SCC reviewed 1914 pieces of legislation filed by the general assembly for the 2019 legislative session to identify 504 bills that directly pertained to Cole County. SCC maintained communication on pertinent information in order to successfully defeat, amend and pass bills. After Cole County retained SCC services, it successfully increased prisoner reimbursements by \$1.75 million and defeated several amendments that would have required Cole County to significantly increase its staff and budget to address additional obligations. This included an amendment that presumes any residential assessed valuation that increases more than 10% during reassessment is presumed to be a mistake. SCC also defeated a homebuilder amendment that would have required Cole County to approve building plan applications in seven days or be fined.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

Seven Tilley and Tom Robbins were the primary strategists and lobbyists for the client.

2. Project Name & Location:

Client is County of Jefferson, located in Hillsboro, MO.

Completion Date (Actual or Estimated):

Contract began June 2017 and are currently contracted through 2021.

Project Owners Name & Address:

The physical address for the Cole County Council is 400 First Street, 3rd Floor, Room 301, Hillsboro, MO 63050.

Project Owner's Contact Person, Title & Telephone Number:

Client's contact person is Jefferson County Administrator David Courtway. His contact information is dcourtway@jeffcomo.org, and by phone at 314-606-6360, and 636-797-6487.

Estimated Cost (in Thousands) for Entire Project:

SCC will provide this information on additional request.

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:

SCC will provide this information on additional request.

Scope of Entire Project (Please give quantitative indications wherever possible):

SCC developed an understanding of the Commission, and maintained communications with the client by phone, text, email and weekly reports. SCC monitored and reviewed all filed legislation and attended and monitored committee hearings and monitored both House and Senate Chambers. SCC also advocated legislative, public policy and appropriation needs on behalf of client, established and maintained relationships with key legislators, committee chairs and leadership members on behalf of client, attended and provided presentations at commission hearings. Finally, SCC completed all additional requests submitted by client.

Nature of Service Provider's/Firm's responsibility in project (Please give quantitative indications wherever possible):

In 2020, a total of 2271 bills were filed. SCC tracked a total 425 for Jefferson County. SCC maintained communication on pertinent information in order to successfully defeat, amend and pass bills. Each week, SCC provided Jefferson County a legislative summary of key action taken by the Missouri General Assembly, the Parson Administration, public policy issues, updates on the supplemental FY2020 and FY2021 budget. The reports also included a separate bill report regarding all bills being tracked by SCC for Jefferson County. Key policy issues SCC worked on for Cole County include the following:

Defeating Senate Bill 617: If the Senate Bill 617 passed, authority from local public health agencies would have been stripped during the middle of a public health crisis. In many Missouri counties, the local health board is chosen by citizens whom have expressed support for their faith in the will and responsibility of local health boards. Senate Bill 617 would have undercut that and removed the ability of county health boards to promulgate rules. Missourians want the boards to be able to pass and execute local public health ordinances. It allows them to help keep Missourians safe;

SCC tracked House Bill 1331 which created the Change of Venue for Capital Cases Fund to reimburse a county that receives a capital case from another county for costs associated with the sequestering of jurors. The bill allocated money from the "Change of Venue for Capital Case Fund" to a county that receives a capital case from another county. This allocation would have been used to reimburse the county for sequestering jurors.

SCC also tracked all legislation related to working animals, breed specific legislation and agriculture, legislation modifying provisions governing the authorization of the deduction of moneys from the paychecks of public employees for the benefit of public labor organizations; eminent domain, tax collection, local utilities and all legislation impacting local governments and political subdivisions.

Additionally, as Covid-19 began to spread in Missouri and the General Assembly went on break, SCC began providing in-depth pandemic related reports that included updates on each of Governor Mike Parson's daily briefings, summary of any actions taken by state agencies, updates on stay at home orders across the state, CDC guidelines, the federal CAREs Act, unemployment in Missouri, Covid-19 related resources, day-by-day timeline of all action taken by the Parson Administration related to the pandemic, positive cases and deaths reported by the Department of Health and Senior Services and the Johns Hopkins University Center for Systems Science and Engineering.

In 2019, 1914 bills were filed and SCC tracked over 300 bills for Jefferson County. Throughout the legislative session, SCC maintained communication on pertinent information in order to successfully defeat, amend and pass bills. SCC tracked issues such as prisoner reimbursement, property assessment legislation, eminent

domain, breed specific legislation, pauper burials and all legislation related to counties and political subdivisions.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

Seven Tilley and Tom Robbins were the primary strategists and lobbyists for the client.

3. Project Name & Location:

Client is Independence Power and Light, located in Independence, MO.

Completion Date (Actual or Estimated):

Contract began November 2016, and are currently contracted through 2021.

Project Owners Name & Address:

The mailing address for the Independence Power and Light is P.O. Box 1019, Independence, MO 64051-0519.

Project Owner's Contact Person, Title & Telephone Number:

Client's contact person is Mayor Eileen Weir. Her contact information is eweir@indepmo.org, and by phone at 816-536-7638, and 816-325-7027.

Estimated Cost (in Thousands) for Entire Project:

SCC will provide this information on additional request.

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:

SCC will provide this information on additional request.

Scope of Entire Project (Please give quantitative indications wherever possible):

SCC developed an understanding of the City Utility, and maintained communications with the client by phone, text, email and weekly reports. SCC monitored and reviewed all filed legislation and attended and monitored committee hearings and monitored both House and Senate Chambers. SCC also advocated legislative, public policy and appropriation needs on behalf of client, established and maintained relationships with key legislators, committee chairs and leadership members on behalf of client, attended and provided presentations at commission hearings. Finally, SCC completed all additional requests submitted by client.

Nature of Service Provider's/Firm's responsibility in project (Please give quantitative indications wherever possible):

In 2020, a total of 2271 bills were filed. SCC tracked a total 113 for for Independence Power & Light. SCC maintained communication on pertinent information in order to successfully defeat, amend and pass bills. Key issues that SCC lobbied for Independence Power & Light include the following:

Cable Franchise Fee Legislation

SCC successfully participated in killing proposed cable franchise fee legislation. An amendment eliminating the fee was added to Senate Bill 1700 on Thursday, May 14. The City of Independence was facing a loss in revenue of over \$1 million that would have resulted in and at least 10 full-time police officers, firefighters and first responders full-time positions being eliminated if this legislation passed.

SCC was able to kill this legislation by working with the Missouri Municipal League and members of the Senate. For example, Senators John Rizzo, Jill Schupp, Scott Sifton, Jamilah Nasheed and Brian Williams were provided talking points on how eliminating the franchise fee would directly impact the municipalities in their districts and the importance of the revenue generated from the fee.

Urban Broadband Expansion

SCC worked with the Missouri Department of Economic Development in collaboration with IPL to identify options for broadband expansion. It was decided that IPL should explore the City of Springfield's private partnership plan. SCC will continue to guide IPL through this process. It is SCC's understanding that the

Parson Administration will be reviewing the served vs. unserved map to identify underserved spots in urban areas currently categorized as served.

Grain Belt Expressway Legislation

SCC monitored Grain Belt Expressway legislation during the 2020 legislative session. Most provisions related to the Grain Belt project would essentially block Grain Belt Express developers from using eminent domain to secure property along its planned route. The long-distance, high-voltage transmission line would move up to 4,000 megawatts of wind power from central Kansas across Missouri and Illinois.

As session came to a close and eminent domain language not moving much prior to the Covid-19 related break, an amendment was added to a bill drafted to change the ways gas companies deal with government-mandated infrastructure surcharges. The amendment prevented Grain Belt's developer from employing eminent domain along desired route. Grain Belt legislation became tangled with cable franchise fee and Wayfair legislation this year and was unable to pass.

Utility Legislation

SCC tracked and reported to IPL updates on any legislation directly impacting utility companies.

Small Cell Pole Attachment Fees

In previous years, SCC was able negotiate reasonable small cell pole attachment fees for IPL. Small cells supplement traditional antennas on cellular towers and are designed to improve the speed and reliability of data connectivity to cell phones and mobile devices. Small cells can be deployed on monopoles, utility and streetlight poles and even on buildings. This is an emerging technology that is intended to build capacity for the rapidly expanding market demand for high-speed wireless services.

SCC successfully negotiated with the telecoms to exclude IPL-owned poles from the bill's provisions, and secured statutory authorization for the second highest pole attachment rate in the country.

Additionally, as Covid-19 began to spread in Missouri and the General Assembly went on break, SCC began proving in-depth pandemic related reports that included updates on each of Governor Mike Parson's daily briefings, summary of any actions taken by state agencies, updates on stay at home orders across the state, CDC guidelines, the federal CAREs Act, unemployment in Missouri, Covid-19 related resources, day-by-day timeline of all action taken by the Parson Administration related to the pandemic, positive cases and deaths reported by the Department of Health and Senior Services and the Johns Hopkins University Center for Systems Science and Engineering

SCC diligently reviewed 1914 pieces of legislation filed by the general assembly for the 2019 legislative session to identify 504 bills that directly pertained to Cole County. We maintained communication on pertinent information in order to successfully defeated bills like SB 273, that called for a cut of 2% to the Cable Franchise Fee and that would have cost the City of Independence approximately \$540,000 annually.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

Seven Tilley and Tom Robbins were the primary strategists and lobbyists for the client.

4. Project Name & Location:

Client is City of Arnold, located in Arnold, MO.

Completion Date (Actual or Estimated):

Contract began December, 2017, and are currently contracted through 2021.

Project Owners Name & Address:

The physical address for the City of Arnold is 2101 Jeffco Blvd,
Arnold, MO 63010

Project Owner's Contact Person, Title & Telephone Number:

Client's contact person is Mayor Ron Counts. His contact information is rcounts7746@gmail.com, and by phone at 636-633-0074, and 636-296-2100.

Estimated Cost (in Thousands) for Entire Project:

SCC will provide this information on additional request.

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:

SCC will provide this information on additional request.

Scope of Entire Project (Please give quantitative indications wherever possible):

SCC developed an understanding of the Commission, and maintained communications with the client by phone, text, email and weekly reports. SCC monitored and reviewed all filed legislation and attended and monitored committee hearings and monitored both House and Senate Chambers. SCC also advocated legislative, public policy and appropriation needs on behalf of client, established and maintained relationships with key legislators, committee chairs and leadership members on behalf of client, attended and provided presentations at commission hearings. Finally, SCC completed all additional requests submitted by client.

Nature of Service Provider's/Firm's responsibility in project (Please give quantitative indications wherever possible):

In 2020, a total of 2271 bills were filed. SCC tracked a total 416 for the City of Arnold. SCC maintained communication on pertinent information in order to successfully defeat, amend and pass bills. Key issues that SCC lobbied for City of Arnold include the following:

Defeating Senate Bill 617: If the Senate Bill 617 passed, authority from local public health agencies would have been stripped during the middle of a public health crisis. In many Missouri counties, the local health board is chosen by citizens whom have expressed support for their faith in the will and responsibility of local health boards. Senate Bill 617 would have undercut that and removed the ability of county health boards to promulgate rules. Missourians want the boards to be able to pass and execute local public health ordinances. It allows them to help keep Missourians safe;

SCC tracked House Bill 1330 sponsored by Representative Rudy Veit (R- Jefferson City) for the City of Arnold. The bill created a port authority and authorized the Governor to sell, transfer, grant, convey, remise, release, and forever quitclaim all interest in specific property, described in the bill, along with an easement, located in Cole County, Missouri. Currently, it is estimated that there is 116 acres that could be transferred. During committee discussion, substitute language was adopted to include SB 948, sponsored by Senator Wayne Wallingford (R-Cape Girardeau), authorizes the conveyance of certain state property located in Ste. Genevieve County. Once modified, the committee passed the bill by a 7-0 vote.

SCC also tracked all legislation related to working animals, breed specific legislation and agriculture, legislation modifying provisions governing the authorization of the deduction of moneys from the paychecks of public employees for the benefit of public labor organizations; eminent domain, tax collection, local utilities and all legislation impacting local governments and political subdivisions.

Additionally, as Covid-19 began to spread in Missouri and the General Assembly went on break, SCC began proving in-depth pandemic related reports that included updates on each of Governor Mike Parson's daily briefings, summary of any actions taken by state agencies, updates on stay at home orders across the state, CDC guidelines, the federal CAREs Act, unemployment in Missouri, Covid-19 related resources, day-by-day timeline of all action taken by the Parson Administration related to the pandemic, positive cases and deaths reported by the Department of Health and Senior Services and the Johns Hopkins University Center for Systems Science and Engineering.

SCC reviewed 1914 pieces of legislation filed by the general assembly for the 2019 legislative session to identify 504 bills that directly pertained to City of Arnold. We maintained communication on pertinent information in order to successfully defeat bills like HB 1062 that would have modified provisions for eminent domain for utility purposes. If passed this would have affected the municipality's ability to use eminent domain to acquire recreational properties.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

Seven Tilley and Tom Robbins were the primary strategists and lobbyists for the client.

5. Project Name & Location:

Client is Truman Public Library, also known as Truman Library Institute, located in Kansas City, MO.

Completion Date (Actual or Estimated):

Contract began August, 2018, and are currently contracted through 2021.

Project Owners Name & Address:

The corporate address for the Truman Library Institute is 5151 Troost Ave, Suite 300, Kansas City, MO 64110

Project Owner's Contact Person, Title & Telephone Number:

Client's contact person is Alex Burden. His contact information is alex.burden@trumanlibraryinstitute.org.

Estimated Cost (in Thousands) for Entire Project:

SCC will provide this information on additional request.

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:

SCC will provide this information on additional request.

Scope of Entire Project (Please give quantitative indications wherever possible):

SCC developed an understanding of the Library and Museum, and maintained communications with the client by phone, text, email and weekly reports. SCC monitored and reviewed all filed legislation and attended and monitored committee hearings and monitored both House and Senate Chambers. SCC also advocated legislative, public policy and appropriation needs on behalf of client, established and maintained relationships with key legislators, committee chairs and leadership members on behalf of client, attended and provided presentations at commission hearings. Finally, SCC completed all additional requests submitted by client.

Nature of Service Provider's/Firm's responsibility in project (Please give quantitative indications wherever possible):

In the last two years, SCC has secured almost \$6 million in state funding for the Institute to go towards major capital improvement projects.

Additionally, as Covid-19 began to spread in Missouri and the General Assembly went on break, SCC began providing in-depth pandemic related reports that included updates on each of Governor Mike Parson's daily briefings, summary of any actions taken by state agencies, updates on stay at home orders across the state, CDC guidelines, the federal CAREs Act, unemployment in Missouri, Covid-19 related resources, day-by-day timeline of all action taken by the Parson Administration related to the pandemic, positive cases and deaths reported by the Department of Health and Senior Services and the Johns Hopkins University Center for Systems Science and Engineering

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

Seven Tilley and Tom Robbins were the primary strategists and lobbyists for the client.

6. Project Name & Location:

Client is Mission St. Louis, located in St. Louis, Missouri.

Completion Date (Actual or Estimated):

Contract began February, 2018, and are currently contracted through 2021.

Project Owners Name & Address:

The address for the Mission St. Louis is 3108 North Grand Blvd
St. Louis, MO 63107

Project Owner's Contact Person, Title & Telephone Number:

Client's contact person is Josh Wilson. His contact information is jwilson@missionstl.org.

Estimated Cost (in Thousands) for Entire Project:

SCC will provide this information on additional request.

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:

SCC will provide this information on additional request.

Scope of Entire Project (Please give quantitative indications wherever possible):

SCC developed an understanding of the organization, and maintained communications with the client by phone, text, email and weekly reports. SCC monitored and reviewed all filed legislation and attended and monitored committee hearings and monitored both House and Senate Chambers. SCC also advocated legislative, public policy and appropriation needs on behalf of client, established and maintained relationships with key legislators, committee chairs and leadership members on behalf of client, attended and provided presentations at commission hearings. Finally, SCC completed all additional requests submitted by client.

Nature of Service Provider's/Firm's responsibility in project (Please give quantitative indications wherever possible):

SCC successfully increased appropriations the first year of representation by \$3 million.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

Seven Tilley and Tom Robbins were the primary strategists and lobbyists for the client.

7. Project Name & Location:

Client is Veterans Community Project (VCP), located in Kansas City, Missouri.

Completion Date (Actual or Estimated):

Contract began October 2019, and are currently contracted through 2021.

Project Owners Name & Address:

The address for the Veterans Community Project is 8900 Troost Ave
Kansas City, MO 64131.

Project Owner's Contact Person, Title & Telephone Number:

Client's contact person is Jason Kander. His contact information is 816-416-0206.

Estimated Cost (in Thousands) for Entire Project:

SCC will provide this information on additional request.

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:

SCC will provide this information on additional request.

Scope of Entire Project (Please give quantitative indications wherever possible):

SCC worked closely with the Veterans Community Project and Jason Kander to develop an understanding of VCP values, mission and goals and how it was working to maintain and execute that mission. Once SCC has an understanding of VCP's policy and budget needs, SCC developed publicity materials and talking points and then began setting up meetings with key members of the executive and legislative branches to secure necessary funding. As a result, almost \$4 million dollars has been appropriated for VCP.

Nature of Service Provider's/Firm's responsibility in project (Please give quantitative indications wherever possible):

SCC helped the Kansas City based Veterans Community Project to secure a onetime appropriation for its efforts to expand into the St. Louis Region and annual funding to maintain operations in Kansas City and St. Louis. SCC also monitors legislation and policy issues that will help Veterans Community Project maintain and improve wrap-around services for Veterans in the St. Louis metro area, salary, wages and benefits for St. Louis staff, Outreach Center rent and utilities, Emergency Assistance Funds to Veterans on the brink of homelessness, expenses for events and awareness, agency coordination, admin, insurance, and various ancillary costs.

Additionally, as Covid-19 began to spread in Missouri and the General Assembly went on break, SCC began proving in-depth pandemic related reports that included updates on each of Governor Mike Parson's daily briefings, summary of any actions taken by state agencies, updates on stay at home orders across the state, CDC guidelines, the federal CAREs Act, unemployment in Missouri, Covid-19 related resources, day-by-day timeline of all action taken by the Parson Administration related to the pandemic, positive cases and deaths reported by the Department of Health and Senior Services and the Johns Hopkins University Center for Systems Science and Engineering.

SCC successfully increased appropriations the first year of representation by \$3 million.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

Seven Tilley and Tom Robbins were the primary strategists and lobbyists for the client.

FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title
- b. Project Assignment
- c. Name of Service Provider/Firm with which associated
- d. Years of Experience
 - a. With this service provider/firm
 - b. Other service providers/firms
- e. Education: Degree(s)/Year/Specialization
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

Please refer to attachment pages 27-40 for SCC employee resumes.

Steven Tilley

- a) Steven Tilley, Founding Partner
- b) Steven is the main point of contact to all public contracts and contract listed in Form NO. 4 (four). Steve is principally responsible for developing strategy and lobbying Senate and House leadership and the Executive Branch.
- c) SCC
- d) Steven has 6 years of experience in legislative and intergovernmental services
 - a. 2012-present
 - b. See attachment on p. 29-42
- e) Bachelor's of Science, Southeast Missouri State, University of Missouri – St. Louis School of Optometry
- f) See attachment on page. 43-44
- g) Steven Tilley was elected to the Missouri House of Representatives in 2004. Before serving as Speaker, he was Majority Floor Leader. Steven left public office in 2012 and founded government affairs and business consulting firm Strategic Capitol Consulting, LLC.

Tom Robbins

- a) Tom Robbins, Partner
- b) Tom is the secondary point of contact to all public contracts and contracts listed in Form NO. 4 (four). Tom handles highly regulated industries, technology, animal welfare and government clients. Tom also advises clients on campaign finance, tort reform, business development and procurement. Tom is responsible for implementing Steven's strategy and managing the daily lobbying activities.
- c) SCC
- d) Tom has
 - a. 2015-Present
 - b. See attachment on p. 29-42
- e) Bachelor's of Science Degree in Personal Financial Management, Juris Doctor
- f) See the attachment on p. 43-44
- g) A Jefferson City, Missouri native, Tom Robbins is a partner at SCC. He joined the firm in 2015. After graduating from University of Missouri School of Law, Tom moved to New York City where he worked in public relations for an international law firm. In 2007, Tom returned to his roots and became general counsel in the Missouri State Treasurer's Office. In 2009, he started Robbins Law Firm where he practiced until 2012.

Christopher White

- a) Christopher White, Legal Consultant
- b) Chris is a licensed attorney in Missouri and assists SCC in legislative drafting, public policy and campaign finance law and in business transactions. Chris also

assists SCC clients in the Missouri Medical Marijuana Program, which has become his primary specialty over the past four-years.

- c) SCC
- d) Chris has
 - a. July 2020 - Present
 - b. See attachment on p. 29-42
- e) Chris graduated from the University of Missouri with a double major in Bachelor of Arts in both History and Political Science. He then went on to receive his Juris Doctor from the University of Missouri School of Law.
- f) Not applicable.
- g) Prior to joining SCC, in addition to work in marijuana law, Chris spent nearly eight years as a criminal defense lawyer and has extensive experience drafting/reviewing contracts in a range of areas, successfully defending clients' interests in contract disputes. Chris also served as law clerk for Hon. William "Ray" Price, then-Chief Justice of the Missouri Supreme Court and Honorable John Torrence, Division 14, 16th Judicial Circuit Court of Jackson County, Missouri.

Travis Brown

- a) Travis Brown, National and Federal Liaison
- b) Travis Brown has over 20 years of government affairs experience in almost half of the 50 states. Travis assists SCC clients with work in other states as well as in Washington DC.
- c) SCC
- d) Travis has over 20 years of legislative and intergovernmental services
 - a. October 2020 – Present
 - b. See attachment on p. 29-42
- e) Travis has an undergraduate degree in economics from the University of Missouri and an MBA from Washington University in St. Louis.
- f) See attachment on p. 43-44
- g) Travis Brown has over 20 years of experience and government affairs experience in almost half of the 50 states. Prior to joining SCC, Travis founded government affairs and lobbying firm First Rule

Tracy King

- a) Tracy King, Lobbyist
- b) Tracy King focuses on tax issues, economic development, local government, transportation, energy and education. She brings extensive experience in issue advocacy and legislative initiatives and assists SCC clients at the Capitol and with the executive branch of government.
- c) SCC
- d) Tracy has 22 years of experience in legislative and intergovernmental services
 - a. October, 2020 – Present
 - b. See attachment on p. 29-42
- e) Tracy has an undergraduate degree in business finance and management at Columbia College and an MBA from William Woods in Fulton Missouri.
- f) See attachment on p. 43-44
- g) Tracy ran the governmental affairs program at the Missouri Municipal League and as the Vice President of Governmental Affairs for the Missouri Chamber of Commerce. She was also lobbyist for the Gate Way Group.

Cassie Grewing

- a) Cassie Grewing, Monitoring Consultant
- b) Cassie is an expert in the legislative process and is responsible for monitoring all legislation impacting clients, providing timely communications and weekly reports. Additionally, Cassie helps clients with strategy, business development, and legislative testimony messaging.
- c) SCC

- d) Cassie has
 - a. 2018-Present
 - b. See attachment on p. 29-42
- e) Bachelor's of Art Degree in Political Science, emphasis in Pre-Law, Minor in Philosophy and Math. Commissioned Notary Public.
- f) See the attachment on p. 43-44
- g) After graduating with a bachelor's degree in political science, Cassie worked in the Attorney General's Office as a paralegal investigator. In 2014, she launched her career as a lobbyist and founded her own political consulting and lobbying firm.

Brittany Robbins

- a) Brittany Robbins, Communications Strategist and Lobbyist
- b) Brittany is SCC's communications strategist. She is responsible for all client correspondence and public relations. She assists with messaging, strategic planning and monitoring.
- c) SCC
- d) Brittany has
 - a. 2016 – present
 - b. See attachment on p. 29-42
- e) Bachelor of Arts Degree in Broadcast Journalism
- f) See attachment on p. 43-44
- g) Brittany Robbins is an award-winning public relations and communications strategist. She has over a decade of experience in the public and private sectors with a focus on civic engagement, government, corporate communications, issue event planning, philanthropic related marketing and social media. She specializes in helping organizations and institutions integrate earned and owned media, best practices in their day-to-day operations through strategic planning of internal and public relations campaigns. Brittany is a volunteer for Missouri Alliance for Animal Legislation and Mission: St. Louis. She is a member of PRSA, NAPW, CREW – St. Louis and the Webster University Alumni Association.

FORM NO. 5: PROJECT APPROACH NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach is reasonable/responsive to City's needs
- Roles of all involved parties clearly identified
- Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere
- Proposed communication process

Summary of Lobbying Needs

SCC will provide government relations and lobbying services for the General Assembly for the City of Lee's Summit for key public policy areas listed in the City's Request for Proposal such as: economic development, environmental quality, highways and streets, planning and land use, public safety, public transportation, storm water, tax policies, telecommunications, water and sewer and other City Council priorities. This includes working with the City Council, City Manager, Mayor, and key City staff on developing and implementing legislative agendas surrounding the areas listed above and appropriations.

In addition to tracking and providing lobbying services for the public policy areas listed above, SCC will act as a liaison between the legislative branch, specifically Lee's Summit State Delegation, and Executive Branch, the Mayor's Office, City Council, City Manager and the City Manager's executive team.

SCC will be responsible for reviewing executive proposals, legislation, proposed and adopted administrative rules and other developments pertaining to public policy at the state level impacting the City of Lee's Summit. SCC will assertively and specifically advise and act on opportunities for maintaining and identifying new funding opportunities that will further the City's interests. SCC will also identify opportunities for key members of the City of Lee's Summit team listed above to provide oral and written testimony relating to funding opportunities and key public policy areas.

SCC's services will include briefing memos, talking points and assistance with preparing for meetings, conference calls and presentations. Additionally, SCC will provide status updates including weekly reports, monthly briefings and status reports on progress, new opportunities, areas of concern and other pertinent matters.

Proposed Methods and Approach

SCC has a proven track record of success lobbying and negotiating with local governments, state agencies, officials and elected representatives for its clients. SCC will execute its professional services as described herein, and as the City directs. These services include developing an understanding of the City's mission, goals and services, advocacy, government relations, execution and development of relationships, recommendations on appropriations, legislation, negotiations with state agencies, written and oral reports. In addition to further City requests, SCC will provide the following services:

(1) Strategic Planning

1. SCC will participate in a discovery process to develop a better understanding of the City's advocacy, legislative and general economic development needs and efforts to establish possible state-level opportunities for public policies.
2. SCC will work with the Mayor, City Council and designated staff members to develop overall objectives, goals, legislative packages and strategy for achieving these goals and objectives. This includes researching legislative and budget opportunities, and state programs that align with the City's interest and goals.
3. SCC will present suggestions to the Mayor, City Council, City Manager and key staff regarding advocacy, legislative, appropriation, public policy and relationship goals for 2020 calendar year and the legislative session.
4. SCC will incorporate any City feedback or direction into a strategic plan involving key stakeholders and the appropriate elected officials, civic leaders and decision makers. The strategic plan will include:
 - a. Memorandum of overall objectives and City goals
 - b. Advocacy and government relations plan

- c. Appropriations proposal plan
 - d. Relationship and key stakeholder management plan
 - e. Additional public policy and increased advocacy capacity plan
5. In addition to the strategic plan, SCC will manage and coordinate the efforts of the City to develop industry-wide consensus positions and unified action on legislative and regulatory issues of interest.
 6. SCC will maintain key relationships the City has established and work to forge and develop new relationships with critical stakeholders and likeminded public policy entities for collaboration opportunities and increased advocacy capacity. SCC will leverage these relationships to provide the City with a unique opportunity for intimate discussion with those individuals on important topics.

(2) Government Relations

1. SCC will introduce the Mayor, City Council members, City Manager and key staff members to key legislators, committee chairs and leadership members.
2. SCC will assist the City in developing proposals for appropriations and fiscal issues and inform and lobby members of the general assembly of any appropriation requests.
3. SCC will support the City's efforts in identifying and securing additional funding sources for City needs and priorities such as parks funding, Community Development Block Grants (CDBG), mass transit grants and any possible community/environmental improvement tax credits at the state level.
4. SCC will research, monitor and provide weekly reports on all legislation and government affairs impacting the City. This will include recommendations on how to proceed in order to obtain successful outcomes and achieve the City's goals.
5. SCC will develop and present written and oral public testimony to appropriate legislative committees and other executive departments on issues that concern the City's interests and goals.
6. SCC will provide the City opportunities to engage with members of the Missouri General Assembly in order to effectively communicate the City's agendas and goals.
7. SCC will identify opportunities for the City to engage appropriate state agencies on key areas of interest.
8. SCC will work to promote the City's mission and key areas of interest to state agencies for potential organic options of collaboration, appropriations and grant funding.

(3) Reports

1. SCC will promptly answer and complete City requests.
2. During the legislative session, SCC will provide weekly legislative and government affairs reports that include updates on general happenings of the legislative and executive branch, key pieces of legislation, including appropriations.
3. SCC will provide and/or host conference calls with the Mayor, City Council members, City Manager and key staff that includes updates on general happenings of the legislative and executive branch, key pieces of legislation, including appropriations.

4. SCC will deliver a report to the City summarizing the 2021 legislative session on its conclusion in May 2021.
5. The City will annually review SCC's performance and the terms of the management agreement.
6. SCC will maintain registration, maintain all records, and file all reports, as required pursuant to all applicable laws.

Roles of All Parties

See all SCC staff and their specific roles in Form NO. 1, section 2, and Form NO. 4.

Unique Issues and Approaches

Representing a political subdivision is unique in itself as many bills impacts a municipality in some way. Therefore the City needs a firm that is experienced and familiar with these issues. SCC has that experience.

SCC's two principals, Steve and Tom, both hold doctorate degrees; have worked in key public and private sector positions. As Speaker of the Missouri House, Steve recruited or served with the majority of sitting senators and several current members of the Executive Branch, including Governor Mike Parson. The unique and durable relationships Steve has formed with current bodies of legislature will open doors and opportunities for the City beyond what the competition could provide.

As a lawyer and Jefferson City native who has worked in or around Missouri politics for two decades, Tom will provide nuanced insight into the intersection of policy, politics and the law. Cassie establishes strict procedures for bill review and committee hearings so nothing slips through the cracks. SCC's rigid adherence to these standard operating procedures drastically reduces margins for error which sets the firm's operations apart from the competition.

With over 20 years of experience, Tracy worked at the Missouri Municipal League running their government affairs program representing all Missouri's cities at the Capitol. She also has twelve years of experience working on issues important to political subdivisions, such as economic development, taxation, environment, transportation, labor, healthcare and tort.

SCC also offers access to communications strategist Brittany Robbins. Brittany can provide direction of strategic messaging on legislation and the various targeted audience whether it's the City's legislature or stakeholders such as constituents.

Communication Process

See "Proposed Methods and Approach" above.

Performance Measures

SCC tracks and measures its success and influence by its ability to achieve its client's goals, further the City's interest, reputation and power base.

SCC will work with the City to establish an agenda, overall objectives and goals. The City will assist SCC in such matters as providing background and other information necessary to develop strategy to advance the City's agenda. Some matters may require the City's full approval.

FORM NO. 6A
TASK/PERSONNEL BREAKDOWN

Task No.	Description of Task	Personnel	Estimated Hours	Hourly Rate	Total Cost
Strategic Planning	Please see RFP submission and outline in transmittal letter.	Tom Robbins, Steven Tilley, Tracy King, Brittany Robbins, Chris White	Please see below comments.	Please see below comments.	\$2,000/monthly retainer
Government Relations	Please see RFP submission and outline in transmittal letter.	Tom Robbins, Steven Tilley, Tracy King, Travis Brown, Brittany Robbins, Cassie Grewing, Chris White	Please see below comments.	Please see below comments.	\$2,000/monthly retainer
Reports	Please see RFP submission and outline in transmittal letter.	Brittany Robbins, Cassie Grewing, Chris White, Tracy King, Tom Robbins	Please see below comments.	Please see below comments.	\$2,000/monthly retainer
Misc.	Identifying and completing tasks and goals not identified in RFP.	Tom Robbins, Steven Tilley, Tracy King, Travis Brown, Brittany Robbins, Cassie Grewing, Chris White	Please see below comments.	Please see below comments.	\$2,000/monthly retainer

Estimated Hours

SCC will work on each task as long as it takes to complete. SCC estimates the strategic planning phase for the City will take an estimated 80+ hours. Estimated hours to complete government relations work will vary depending on the status of the Missouri General Assembly, status of legislation the City's priorities. SCC is available by phone, email, text at all times and always has a principal in the Capitol Building is committee hearings or legislative session is in progress. An estimated 20+ hours is spent compiling reports and corresponding with clients each week.

Please note the partners and principals at SCC complete tasks and execute its clients goals regardless of estimated hours. SCC is committed to getting the job done.

Hourly Rate

A breakdown of hourly rate by personnel is available upon request.

Total Cost

SCC's retainer fee for the City is \$2,000.00 paid monthly.

FORM NO. 6B: "FEE SCHEDULE"
SCHEDULE OF HOURLY BILLING RATES FOR SERVICES

Classification	Typical Work Tasks	Hourly Billing Rates
Lobbyist/Government Affairs	Establish and maintaining relationships with elected officials and stakeholders, lobby elected officials, develop an understanding of policy/legislative needs, conduct policy research, facilitate the drafting of legislation, write and distribute publicity materials, draft updates and agendas, provide written and oral updates, function as a resource for client	Please see comments below.
Communications Strategist	Collaborate with clients to develop a successful communications strategy, follow industry trends in assessing impact of communications plans, assist with internal departments to coordinate communications and materials, gain understanding of clients services and objectives, maintain media relationships, draft content for media, present regular reports and client correspondence, supervise media campaigns	Please see comments below.
Legal	Supervise and assist with bill review, offer statute interpretation and revision, make suggested edits to legislation, oversee client legal correspondence	Please see comments below.
Monitor	Assist with bill filing organization and monitoring, attend and report on all relevant committee hearings, monitor legislative session in House and Senate, provide written and oral reports on legislation and progress in House and Senate, provide historical context on legislation	Please see comments below.

Hourly Rate

A breakdown of hourly rate by personnel is available upon request.

Total Cost

SCC's retainer fee for the City is \$2,000.00 paid monthly.

FORM NO. 6C:
SERVICE RELATED DIRECT EXPENSES

Direct expenses can be traced to services provided for RFP NO. 2012-008 Legislative and Intergovernmental Services such as labor/wages, office supplies, mileage and fuel.

All expenses incurred will be paid for by the \$2,000.00 monthly retainer fee.

FORM NO. 6D: Total Cost

Overall total project cost to include all related cost association with the proposed project or scope of services, to include but not limited to: Personnel, total hours and service related expenses.

TOTAL Cost \$2,000.00/monthly

Two Thousand Dollars and Zero Cents

Steven Tilley

16141 Swingley Ridge Road, Suite 110, Chesterfield, MO 63017 (573) 768-4949

Objective

- To obtain a state lobbying and government relations consulting position

Summary of Qualifications

- Strong ability to investigate client interests to reinforce their positions in the public and private sector
- Strong understanding of the legislative process at the local, region, state and federal level
- Strong understanding of branches of government and relationship between legislative and executive branches
- Skilled in drafting, editing and amending legislation
- Proficient in bill tracking and monitoring applications
- Proficient in analytical thinking, current events, persuasion and initiative
- Strong ability to represent clients at events, meetings with legislators and at public and private events
- Adept in developing, establishing and maintaining relationships
- Skilled in maintaining web presence through social media and e-mail regarding current actions and topical discussions

Experience

- Strategic Capitol Consulting, LLC, Founding Partner 2012 - Present
- Represent corporations and associations before state and local governments
- Advise clients on campaign finance, tort reform and business development, including government procurement

Representative clients: Anheuser-Busch, Express Scripts, Gardner Capital, Jefferson County, Independence Power & Light, MACO Development, Missouri Career Fire Protection Districts, Missouri Energy Development Association, Osage Nation, Phoenix Home Care, Scenic Missouri, Sterling Bank, Tesla, Uber

Missouri House of Representatives 2004 – 2012

- Majority Floor Leader, 2007 – 2010
- Speaker of the House, 2011 – 2012

Clarkson Eye Care, Optometrist 2010 - Present

PVI Properties, LLC, Owner 1998 - Present

Tilley Eye Center, Co-Owner and Optometrist 1998 - 2010

Professional Memberships

- American Optometric Association 1994 - Present
- Missouri Optometric Association 1994 - Present
- Beta Sigma Kappa Honor Society 1996 – Present
- American Academy of Optometry 1996 – Present

Awards and Accolades

- St. Louis Business Journal Legislative Award, 2009, 2010
- Presidential Citation Award from the University of Missouri – St. Louis, 2008
- Young Alumni Merit Award from Southeast Missouri State University-College of Science and Mathematics, 2008
- Excellence in Healthcare Legislation Award from the Missouri Nurses Association, 2008
- Missouri Restaurant Association Legislator of the Year Award, 2008
- Legislative Award from the St. Louis Business Journal, 2008
- Lewis and Clark Statesman Award from the St. Louis Regional Chamber and Growth Association, 2008

- Committed Statesperson Award from the National Multiple Sclerosis Society, 2007
- Distinguished Service Award for outstanding service and dedication from the Missouri Optometric Association, 2007
- Missouri Rural Health Clinics Award, 2007
- Received Recognition and Appreciation of Commitment to Audiology from the Missouri Speech Language Hearing Association, 2007
- Missouri Optometric Association Young Optometrist of the Year, 2003

Education

- Southeast Missouri State University, 1994
- University of Missouri – St. Louis, School of Optometry, 1998

Thomas R. Robbins

7159 Westmoreland Drive, St. Louis, MO 63130 (573) 645-5912 TR@thomasrobbinslaw.com

Objective

- To obtain a state lobbying and government relations consulting position

Summary of Qualifications

- Strong ability to investigate client interests to reinforce their positions in the public and private sector
- Strong understanding of the legislative process at the local, region, state and federal level
- Strong understanding of branches of government and relationship between legislative and executive branches
- Skilled in drafting, editing and amending legislation
- Proficient in bill tracking and monitoring applications
- Proficient in analytical thinking, current events, persuasion and initiative
- Strong ability to represent clients at events, meetings with legislators and at public and private events
- Adept in developing, establishing and maintaining relationships
- Skilled in maintaining web presence through social media and e-mail regarding current actions and topical discussions

Experience

Strategic Capitol Consulting, LLC, Partner and Lobbyist

2016 - Present

- Represent corporations and associations before state and local governments
- Advise clients on campaign finance, tort reform and business development, including government procurement

Representative clients: Anheuser-Busch, Express Scripts, Gardner Capital, Jefferson County, Independence Power & Light, MACO Development, Missouri Career Fire Protection Districts, Missouri Energy Development Association, Osage Nation, Phoenix Home Care, Scenic Missouri, Sterling Bank, Tesla, Uber

The Britton Group, Lobbyist	2013 - 2016
<ul style="list-style-type: none">• Participated in all levels of the legislative process: monitoring, lobbying, drafting, testifying and entertaining• Prepared requests for proposal and new business development strategy	
World Education University, Course Designer	2013
<ul style="list-style-type: none">• Developed graduate level online courses in criminal justice	
Robbins Law Firm, Owner and Attorney	2009 - 2012
<ul style="list-style-type: none">• Represented the criminally accused across Missouri in state and federal court against felony and misdemeanor charges with particular emphasis in defending drug cases	
Saint Louis University, Consultant to Associate Dean	2010 - 2012
<ul style="list-style-type: none">• Assisted in development of online courses, including asynchronous models	
Lincoln University of Missouri, Guest Professor	2011
<ul style="list-style-type: none">• Lectured on cultural diversity and criminal justice	
Drug Court Committee, Member	2011
<ul style="list-style-type: none">• Interfaced with committee of judges, administrators, probation officers and prosecutors to facilitate ongoing operations	
DWI Court Committee, Founding Member	2011
<ul style="list-style-type: none">• Completed the Missouri Bar Association's instruction and certification courts Missouri	
State Treasurer's Office, General Counsel	2008 – 2009
<ul style="list-style-type: none">• Managed the litigation, settlement and disposition of all claims against the Second Injury Fund• Negotiated contracts and performed due diligence for security lending and custody agreements• Established STO's communications policies to businesses, media and constituents	
Hearne & Green, Counsel	2007 – 2008
<ul style="list-style-type: none">• Represented a diverse group of clients in criminal and civil litigation matters, duties included: drafting and arguing all motions and briefs, conducting and defending depositions and negotiating settlements• Managed firm's marketing efforts, rebuilt firm website, increasing traffic an estimated two hundred percent	
Weil, Gotshal & Manges, Media Relations Specialist	2006 – 2007

- Senior partnership's liaison to editors and columnists of major domestic and international media outlets, including mainstream outlets (NY Times, WSJ) and prominent trade publications (Lawyer's Weekly, National Law Journal)
- Designed and assisted in pitches to prospective and existing clients

Barnes & Associates, Associate Attorney

2005 – 2006

- Managed general litigation practice: produced pleadings and briefs for trial and on appeal; defended depositions
- Assisted in high profile trials, particularly in client counseling and settlement negotiations

United States Arbitration & Mediation

2003 – 2005

- Law Clerk, Michael Geigerman, Managing Director
- Developed Missouri's first pre-mediation interview program, mediator's liaison to plaintiff and defense counsel
- Prepared a pre-mediation brief, outlining controverted facts and applicable law

EDUCATION

- University of Missouri School of Law, 2002 - 2005
- Juris Doctor

The Center for the Study of Dispute Resolution, Columbia, Missouri, 2002 - 2005

- Certificate in Dispute Resolution

University of Missouri, Columbia, Missouri, 1998 - 2002

- Bachelor of Science, Finance, summa cum laude

University of Missouri, The Honors College, Columbia, Missouri, 1999 - 2002

Tracy King

5405 Meriwether Dr. Jefferson City, MO 65109 (573) 353-9676 Tracy@strategiclobby.com

Objective

- To obtain a state lobbying and government relations consulting position

Profile

Accomplished Governmental Affairs professional, successful in establishing strong networks and building long-term relationships with key leaders in state legislatures and local governments. Experienced in direct lobbying, community/public relations, political fundraising, grassroots outreach, and coalition-constituency building. A confident decision maker with strong organizational skills and a proven ability to manage multiple tasks and legislative priorities simultaneously. Experience and strengths include:

Professional Experience

Strategic Capitol Consulting
Lobbyist

Fall 2020 - Present

Responsible for working with local, state and federal lawmakers and the public sector to develop and advocate for public policy issues. Extensive experience in issue advocacy and legislative initiatives on topics such as tax, budget policy, economic and workforce development, education, transportation, energy and tort reform.

Gate Way, a Division of First Rule – Saint Louis, MO
Government Affairs

2017 – 2020

Lead Governmental Affairs professional at the Gate Way Group, which is a division of First Rule. Responsible for working with local, state and federal lawmakers and the public sector to develop and advocate for public policy issues. Extensive experience in issue advocacy and legislative initiatives on topics such as tax, budget policy, economic development, education, transportation, energy and tort reform. In 2014 and 2018, King was the lead lobbyist helping secure the passage of millions of dollars of tax relief for Missouri citizens and businesses, which were the first tax cuts in the state's history.

Missouri Chamber of Commerce – Jefferson City, MO
Vice President of Government Affairs

2010 – 2017

Manages the seven-member staff of the Missouri Chamber's governmental affairs department, responsible for developing the Missouri Chamber's legislative priorities and implementing strategies to see those priorities successfully adopted by the General Assembly. Oversee the MO Chamber PAC, including planning and executing fundraising events and distributing campaign contributions to political candidates. Develop and administer programs and events for membership and legislators relating to business and policy issues. Oversee the council process in the development of an annual legislative agenda. Maintain excellent relationships with members, legislators and other affiliations and coalitions.

Missouri Chamber of Commerce – Jefferson City, MO
Director of Taxation and Fiscal Affairs

2006 – 2010

Represent the interests of Missouri employers on matters relating to tax and fiscal issues, economic development, telecommunications, unemployment insurance, international trade, energy, small business and life sciences in front of the Missouri General Assembly, government agencies, and the general public. Track state and national legislation impacting members and gathering and distributing critical information regarding government initiatives and actions. Speak regularly at local, state and national meetings and conferences.

Missouri Municipal League – Jefferson City, MO
Staff Associate: Legislative Affairs

2004 - 2006

Responsible for legislative relations, policy development, research, publications, meeting planning, and member relations for a statewide association serving city governments. Duties include developing and maintaining legislative grassroots advocacy program, creating and executing an annual government relations and legislative plan, tracking state and national legislation impacting municipalities and communicating information regarding government initiatives and actions. Serves as the primary lobbyist and liaison to elected officials at the state and federal level and with regulatory agencies, as well as planning, executing and evaluating the annual Legislative Conference and the legislative policy committees.

Missouri Department of Revenue -- Jefferson City, MO
Legislative Coordinator (December, 1997 – November 2004)

1992 - 2004

Duties include planning, organizing and coordinating state and federal legislative matters relating to state taxes. Preparation of public information; legislative research and technical preparation, analysis and tracking; testifying before legislative committees; as well as special federal, state and interagency projects. Work also involves serving as an educator to public and private interests to properly inform them of the purposes of agency programs and legislative inquiries; providing professional and administrative support; overseeing the implementation of legislation; and exercising considerable initiative and judgment in planning and carrying out assignments. Special assignments include facilitating and participating in several performance excellence teams to simplify products and streamline processes within the department.

Tax Processing Technician IV (June, 1992 – December, 1997)

Supervise approximately 20 employees in the technical income tax section, including approving and denying leave requests, recommending disciplinary action, training and coaching employees, preparing performance appraisals, interviewing and making hiring recommendations. Other duties included responding to complex and technical income tax correspondence and telephone calls received from the department's customers, drafting control correspondence for the Division Director and Department Director's signature, preparing fiscal notes and legislative contact reports, compiling weekly strategic planning reports and make recommendations to change tax regulations and procedures.

Professional Affiliations, Appointments, Awards

- Past President and Board Member of the Missouri Citizens for the Arts
- Member of the Rural High-Speed Internet Access Task Force, Appointed by Governor Blunt (2010)
 - Member of the Task Force for Economic Development, Appointed by Speaker of the House, Ron Richard (2010)
 - 2009 Graduate of Leadership Missouri
 - Team Leader of Individual Income Tax Team, Winner of 1999 Missouri Quality Award

Education

Masters of Business Administration (MBA)
William Woods University -- June, 2004

Bachelor of Science, Business Administration (BSBA)
Columbia College -- May, 1997

Travis H. Brown

12600 South Route N, Columbia, MO 65203 314-540-5515 travis@strategiclobby.com

Objective

- To obtain a state lobbying and government relations consulting position

Summary of Qualifications

- Strong strategic planning and operational leadership experience involving the public approval processes with local, state, and federal government developments such as airports, stadiums, and novel transportation systems
- Strong understanding in the Missouri and United States constitutional amendment processes, especially as related to the Revised Statutes of the State of Missouri, and the procurement or promulgation of regulations
- Skilled at drafting, amending, or defeating state legislation and/or ballot initiatives.
- Strong understanding of branches of government and the relationship between legislative and executive branches
- Diverse experience with national, state, and local broadcast media and media production
- Proficient at analyzing public and private sector risks within highly regulated fields
- Skilled at navigating client narratives within a 50-state landscape for public and government affairs responsibilities
- Experienced leader within political action committees and social welfare organizations driving change within complex governmental structures
- Accomplished manager of every phase of public approval with the Missouri ballot process having qualified the collection of more than one million resident citizen signatures since 2010.

Experience

Strategic Capitol Consulting, Lobbyist

2020 –

Joined the lobby team after a fourteen-year history of managing a public affairs operation. Representative current and/or past clients have included Koch Industries, RAI, the Kansas City Chiefs Football Club, the Kansas City Royals Baseball Club, the Truman Sports Complex, and the City of Raytown.

Chief Executive Officer, Pelopidas, LLC

2007-2020

- Lead the Saint Louis-based team of 32 employees predominantly to execute the public and government affairs agenda of Rex and Jeanne Sinquefield within the areas of public private partnerships, tax and revenue, and educational opportunity.
- Directed the Local, State, and Federal government relations practice from Florida, Missouri, and McLean, VA with an annual budget exceeding ten million dollars.
- Authored two published books as a subject matter expert in growing state and local economies, *How Money Walks*, and *An Inquiry into the Causes and Problems with the Wealth of States* (a New York Times bestseller).
- Negotiated, ballot certified, and passed a statewide ballot (Missouri Proposition A) that restored local control of the City of Saint Louis Metropolitan Police force on a budget of less than \$2 million in 2010.
- Directed the team of small business advocates that passed the first income tax cut in more than 90 plus years by overriding a Governor's veto (Jeremiah Nixon).
- Advanced the City of Saint Louis public private partnership team with the United States Department of Transportation and the Federal Aviation Administration in a long-term plan for rebuilding Saint Louis Lambert International Airport (2018-2020)
- Produced and directed multiple documentaries and short format commercials for educational and economic freedom campaigns, candidates, and charities.
- Created the first statewide and national association dedicated to advancing hyperloop transportation systems as a state and federal lobbyist.

The Brown Lobby Firm, LLC

2002-2007

- Created, managed, and acquired a state government relations practice (Gaines Brown Consulting, LLC, formerly Gaines, Brown, and Callahan, LLC)
- Raised statewide campaign financing for statewide leadership races
- Lead on physician scope of practice concerns for anesthesiologists, orthopedic surgeons, and cardiologists during a three-year campaign for caps on medical damages (tort reform, 2005).

Manager, State & Local Government Affairs, the Monsanto Company

1997-2002

- Managed corporate issues (biotechnology, agriculture, genomics, economic development, tax and revenue) across a total of fourteen states from Maine to Missouri
- Directed many corporate visits and internal political action committee processes for C-Suite leadership
- Assisted in the board development and creation of several new trade associations (Missouri Biotechnology Association, and Illinois Biotechnology Industry Organization)

Student Intern, Missouri Department of Economic Development

2004

Student Intern, Missouri Department of Agriculture

2003

Student Lobbyist, Associated Students of the University of Missouri 2003-2005

Education

Master of Business Administration, Washington University in Saint Louis 2000

Summer Study of International Business – City University (London) 1999

Graduate of Mini-Medical School, Washington University School of Medicine

B.S. Agricultural Economics (Honors), University of Missouri-Columbia 1995

B.A. Political Science (International Relations), University of Missouri 1995

Boards and Community Involvement

Four term Board Member, Wings of Hope, International Humanitarian Charity that also manages of fleet of nearly 70 aircraft for medical transport missions across America.

Former Board of Trustee, Saint Louis Science Center

Former Board of Mizzou's College of Agriculture, Food, and Natural Resources

Elliott Society Alumni Member of the Olin School of Business, Washington University

Instrument-Rated Private Pilot with 5,000 logged hours

Young Friends, Fishermen's Hospital and Healthcare Foundation, Marathon Key, FL

Brittany Robbins

7159 Westmoreland Drive, St. Louis, MO 63130 (314) 712-8646 Brittany@strategiclobby.com

Objective

- To obtain a state lobbying and government relations consulting position

Summary of Qualifications

- Strong background in internal and external communications, media, public affairs, public and community relations
- Experience executing strategic communication plans while corresponding with media and community leaders
- Proficient in developing strategic messages for public affairs issues and multiple targeted audiences
- Proficient in writing and pitching news stories for print, radio, television and the web
- Outstanding organization and prioritization abilities; consistently required to handle multiple tasks
- Skilled in establishing and maintaining relationships to influence stakeholders, coalitions, business and community leaders to promote policy and messaging priorities

Public Affairs, Public Relations and Marketing Communications Experience

Strategic Capitol Consulting

2019 - Present

Communications Strategist

- Strategic communications development
- Public relations and earned media services
- Stakeholder messaging
- Brand management
- Client correspondence

OnMessage, Strategic Communications Firm

2018 - Present

Founder, Principal

- Internal and public relations campaigns

- Crisis Communications
- Stakeholder advocacy
- Targeted communications, marketing and brand management
- Media relations and strategic media tour planning
- Public affairs and public policy communications

Clayco Enterprise/CRG (Clayco Realty Group)

2017 - 2018

Director of Communications

- Executed earned and owned media campaigns
- Streamlined and managed CRG's public relations relating to internal, external communications and business development
- Established and work to sustain the CRG brand and reputation under the Clayco umbrella for quality, reliability and client/partner satisfaction
- Developed regional branding and national brand awareness campaigns
- Assisted with RFPs and business proposal
- Managed tradeshow and award strategy and participation
- Developed content for marketing and advertising materials
- Worked on special project teams

Tactas, Public Relations, Communications and Public Affairs Consulting Firm

2014 - 2017

Founder, Principal

- Targeted communications, marketing and brand management
- Media relations and strategic media tour planning
- Public affairs and public policy communications
- Social media network management
- Assistancess with social media and non-profit management
- Recent communications, marketing campaigns and public relations campaigns include:
- Metropolitan St. Louis Sewer District Know Your Zone Initiative
- Missouri Automobile Dealers Association Heart of Missouri media campaign
- Missouri Nurses Association Government Advocacy and Stakeholder engagement strategic planning
- Access to Health Care Partnership – Truman Medical Centers and County of Jackson Missouri
- General public relations consulting – Sangita Capital Partners

Missouri Governor Jay Nixon

Director of External Legislative and Policy Affairs

2012 – 2014

- Liaison between Governor's Office, coalitions, key stakeholder groups, public and private organizations, industry experts and constituents to enhance relationships and develop policy
- Developed press releases, remarks, talking points for press events
- Monitored and synthesized social media interaction between media, elected officials and stakeholders
- Managed community outreach for large strategic events and press conferences
- Monitored and advised on political landscapes and current events at the national, statewide and regional level

Missouri Governor Jay Nixon

Deputy Press Secretary

2012 - 2013

- Liaison between media, public and private entities, stakeholders and community organizations
- Developed press releases, remarks, talking points, and devised potential media questions for public events
- Monitored and synthesized social media interaction between media, elected officials and stakeholders

Missouri Democratic Party

Communications Director

2011 - 2012

- Developed and implemented a strategic digital media and communications plan
- Cultivated and maintained strong media relationships for the organization, statewide and down ballot candidates
- Planned and managed strategic events and press conferences

- Worked closely with statewide candidates to develop strategy and identify opportunities for collaboration
- Managed Missouri's Democratic National Convention delegation's participation in the 2012 Democratic State and National Convention

Jake Zimmerman for County Assessor, Transition Team
Communications Director

2011

- Managed media relations and schedule for transition events and swearing-in ceremony
- Coordinated message development for remarks and press release for transition and swearing-in ceremony

Robin Carnahan for U.S. Senate, Missouri Democratic Party
Field Organizer

2010

- Established working relationships with volunteers to generate and maintain ongoing participation in campaign events
- Directed Get Out the Vote operations for two voter contact staging locations; led with the state Get Out the Vote shift recruitment

International Brotherhood of Electrical Workers
Internal Community Relations Coordinator and Web Producer

2008 – 2011

- Modernized methods communicating to members and collective bargaining stakeholders through social media, letter writing campaigns, email distribution and website development
- Produced internal and external public relations to create a consistent message for all targeted audiences
- Monitored current events to the national, regional and local stakeholders surrounding organized labor and overall workforce

KTRS-AM Radio – St. Louis Cardinals, ABC Affiliate
Morning Show Producer

2007 – 2008

- Scheduled and edited interviews for morning show programming
- Produced special projects and coverage of notable regional events
- Established and maintained relationships with local and national organizations
- Monitored current events on a national, regional and local level

KPLR-TV

Assignment Desk Editor, Reporter, Web Producer, Field Producer

2006 – 2007

- Assisted with daily operations of newscast, generated website and newscast content
- Reported on-air news updates and news stories

Professional Membership and Participation

- Missouri Chamber of Commerce and Industry Leadership Missouri Program – Class of 2015
- Webster University Alumni Association
- St. Louis Regional Chamber of Commerce Economic Development and Fiscal Policy Committee – 2015
- National Association of Professional Women
- Public Relations Society of America
- Public Relations Society of America – St. Louis Chapter
- Missouri Chamber of Commerce and Industry
- St. Louis Regional Chamber of Commerce
- This Week In Missouri Politics Guest Host and Contributor

Education

- Bachelor of Arts with Honors, Broadcast Journalism, Webster University 2006

Cassandra A. Grewing

1603 Swifts Hwy, Jefferson City, MO, 65109 (573) 418-1268, Cassie@strategiclobby.com

Objective

- To obtain a state lobbying and government relations consulting position

Summary of Qualifications

- Strong understanding of the legislative process
- Strong understanding of House and Senate Chambers and individual branches of government
- Strong understanding of Missouri Ethics Laws, policy and procedures of campaign finance
- Proficient in GovWatch and legislative monitoring programs
- Strong understanding of local, regional and state political landscapes
- Strong analytical skills and research skills including ability to use Westlaw and WestlawNext
- Proficient in Adobe, Microsoft Office and Excel applications
- Skilled in planning, scheduling, time management, communication and interpersonal relationship skills

Experience

Cassie Grewing, LLC, Owner and Lobbyist

December 2016 - Present

- Responsible for monitoring House and Senate Chambers and all legislation impacting clients
- Responsible for providing timely communications and weekly reports
- Responsible for developing and executing testimonial and legislative strategy
- Responsible for developing and executing business development and procurement strategy
- Assists with developing and completing requests for qualification and proposals

Giddens Group and Winter Consulting, Lobbyist

January 2014 - Present

- Responsible for maintaining an understanding of the ebb and flow of the state legislature
- Responsible for attending and monitoring House and Senate Committee Hearings
- Responsible for compiling information and status of legislation
- Responsible for providing timely communications and weekly reports
- Responsible for attending governmental commission meetings
- Responsible for researching and tracking campaign committees and campaign contributions

Missouri Attorney General, Paralegal

2013 - 2014

- Responsible for reviewing and analyzing the accuracy of the contents of cases filed with the court
- Responsible for writing case briefs and filing all necessary documents with the courts
- Responsible for writing case briefs and filing all necessary documents with the courts
- Responsible for maintaining knowledge about the court process
- Responsible for composing correspondence for legal counsel and division director
- Responsible for scheduling and maintaining attorney calendar

Mike Winter, LLC, Intern

January 2013 – May 2013

- Responsible for attending and monitoring House and Senate committee hearings
- Responsible for tracking specific legislation and its progress
- Responsible for submitting detailed reports for assigned bills
- Responsible for remaining knowledgeable about the legislative process

Missouri Supreme Court, Intern (Honorable Judge Ray Price)

January 2012 – May 2012

- Responsible for attending all Court sessions to docket case law cited by attorneys
- Responsible for reviewing and analyzing the accuracy of the contents of cases filed with the court
- Responsible for writing case briefs
- Responsible for remaining knowledgeable about the court process

**Cassandra Grewing is the only non-law school intern at the Missouri Supreme Court in state history. Grewing was sworn in at clerk level, which afforded her access to confidential information.

Missouri Department of Insurance, Clerk

April 2005 – August 2005

- Responsible for notarizing and/or certifying all official documents as required
- Responsible for notifying insurance companies immediately prior to scheduled audits
- Responsible for providing support services to examiners during field audit exams

- Responsible for accurately inputting into the computer system and tracking examiner activities and hours spent in the field
- Responsible for facilitating, planning, organizing, ordering food, etc., and set-up of office luncheons and functions
- Responsible for scheduling and maintaining the calendar and meetings for legal counsel an division director

Professional Membership

- Keep Me In College, President, 2011 – 2012
- Keep Me In College, Vice President, 2010 – 2011

Community Involvement

- First Steps Enrichment Program, Substitute
- First Christian Church, Substitute
- Lutheran Family Services, Volunteer
- St. Raymond's House, Volunteer
- CASA, Volunteer
- Trinity Lutheran Church, Volunteer

Education

- Westminster College, May 2013
- Bachelor of Arts in Political Science, Minor in Math and Philosophy
- Lincoln University, August 2009 – May 2010
- Bachelor of Arts in Political Science

CHRISTOPHER S. WHITE

9020 SW 1st St., Lee's Summit, MO, 64064 (816)-916-9224 chris@strategiclobby.com

Objective

- To obtain a state lobbying and government relations consulting position

Summary of Qualifications

- Strong ability to quickly understand client interests and conduct appropriate research to provide clients up to the minute information.
- Strong understanding of branches of government and relationship between legislative and executive branches.
- Strong understanding of local governments in the Kansas City Metropolitan Area.
- Skilled in drafting, editing and amending state regulations.
- Skilled at legal research, statute, regulation and bill analysis and providing summaries to clients in a timely manner.
- Collaborative, analytical, goal – oriented professional who quickly and comprehensively understand new industries, trends.
- Always maintain vast understanding of currents events to understand how they may impact a client.
- Maintain a good rapport with clients and listen to their needs and proficient at developing strategies to help clients achieve goals.

Experience

Law Offices of Christopher S. White, LLC —Solo Practitioner

2012 - Present

- Represented clients facing state and federal felony charges for weapons, drugs, and money laundering, as well as federal property seizure actions.
- Represented a Missouri based investor in a rapidly growing Colorado cannabis extraction lab and cultivation and a St. Louis commercial insurance agency negotiating a multi-million dollar asset purchase agreement.
- Draft complex contract agreements, with specific focus on non-disclosure, non-compete and non-solicitation agreements.
- Consult with Strategic Capitol Consulting as a contractor to assist the firm in a number of client matters, with primary focus on Missouri Medical Marijuana Program, campaign finance law, complex contract drafting and review, and project procurement.
- Appointed as Commissioner to Development Advisory Commission by Blue Springs, MO Mayor Hon. Carson Ross.
- Serve on Missouri Medical Cannabis Trade Association (MoCannTrade) Government Affairs Committee, Advisory Board. Focused on law-enforcement outreach, rural community outreach, developed banking relationships, review proposed cannabis related regulations and draft suggested guidance to the DHSS through out the rule making process.

Abram Media

2016 to 2017

- Editor and legal analyst for media company owned by ABC News Chief Legal Affairs Anchor, Dan Abrams.
- Worked remotely with NY based staff to conduct research and draft legal analysis documents on short notice, under heat pressure of strict publishing deadlines.
- Appeared on nationally syndicated radio shows and webcasts to offer legal and political analysis of the issues surrounding the 2016 election.

Frankie, Schultz and Mullen — Associate Attorney

2011 - 2012

- Managed active caseload of 24 -30 case through all steps of the civil litigation process to successful resolution.
- Work directly with senior partners to assist in developing appropriate defense and appellate strategies in a variety of complex civil matters including, products liability, premises liability, and wrongful death claims.

16th Judicial Circuit Court of Jackson County, MO

2009-2011

- Judicial Law Clerk/Bailiff for Hon. John M. Torrence,, Division 14

- Acted as liaison between the Court and attorneys.
- Prepared the Court's Civil Docket, managing a caseload of over 300 civil cases and all associated pending motions.
- Prepared legal

memoranda for the Court, and drafted orders and judgments in wide spectrum of legal areas, on short notice.

Missouri Supreme Court

2008-2009

- Served as a law clerk for then Chief Justice Hon. William "Ray" Price, Jr.
- Quickly prepared legal memoranda for the Court's review and drafted formal Court opinions in several areas of law.
- Prepared the Judge prior to hearing oral arguments and directly discussed issues raised with the Judge after each Court session.
- Drafted advisory opinions on Transfer Orders and other matters brought before the Court.

EDUCATION

- University of Missouri 2005-2008
- Juris Doctor May 2008
- Received high score in Trial Advocacy Competition
- Received highest grade in Solo Practitioners – Practical Skills Course

University of Missouri

2001-2005

- Double Major
 - B.A., History May 2005
 - B.A., Political Science May 2005
- Dean's List 2003-2005

Below is a list of clients SCC is actively lobbying on behalf of at the state and local level.

- AM Medical Marketing
- Belief Company
- BJG Cattle Company
- Boardwalk Office Suites
- Bootheel CannaCare, LLC
- Cash Depot, LLC
- Central County Fire and Rescue
- Cigna Corporate Services, LLC
- City of Arnold
- Cole County
- Concierge Testing Services
- Concordance Academy
- County of Jefferson
- Draiver
- Federal Storage
- Flortron & McIntosh
- G.J. Grewe Brokerage & Development
- Gaming and Leisure Properties, Inc.
- Gateway Green LLC
- Gemini, Inc.
- Globe Building Company
- Group XI Health, LLC
- Health Care Management
- Heartland Hyperloop, Inc
- Herbal Health, LLC
- Hippos, LLC
- Independence Power and Light
- JBBD Real Estate
- Jefferson City Medical Group
- Kansas City Area Transportation Authority
- Kindbio
- LSL Management, LLC
- Mission St. Louis
- Missouri Alliance for Animal Legislation
- Missouri Insurance Coalition
- Missouri Medical Cannabis Trade Association
- MO Hemp Trade Association
- MO Holistic Healthcare
- MyScholar LLC
- Next Wave Partners, LLC
- Northpark Partners, LLC
- OHM Group, LLC
- OPES Commercial Real Estate
- Osage Nation
- Phoenix Home Care
- Progressive Resources, LLC
- Property Assessment Review
- Protection Plus, LLC
- Robbins Consulting, LLC
- Root Weaver Missouri, LLC
- SBR Anesthesia Associates, Inc.
- Show-Me Organics, Inc
- St. Charles County Ambulance District
- Stepstone, LLC

- Sterling Bank
- Strategic Capitol Consulting, LLC
- Swamp East Growers
- TBPKM, LLC
- The Home Loan Expert, LLC
- The Opportunity Trust
- The Swain Group
- The Trinity Company, LLC
- Torch Electronics, LLC
- Tremco Incorporated
- Veterans Community Project
- World Wide Technology

Governmental & Business Development Consulting

**AGREEMENT TO PROVIDE LEGISLATIVE SERVICES AND BUSINESS DEVELOPMENT CONSULTING
FOR
CLIENT**

This agreement is between _____ (Client), and Strategic Capitol Consulting (SCC) and is intended to provide Client with the following consulting services in the State of Missouri:

SCOPE OF SERVICES

- A) Establish funding through the General Assembly appropriation process
- B) Monitor all legislation filed in the Missouri General Assembly affecting Client.
- C) Pass or defeat legislation at Client's direction.
- D) Testify at committee hearings to promote Client's interests.
- E) Lobby the Executive Branch and its agencies.
- F) Provide business development assistance to Client.
- G) Assist Client in developing messaging, media and public relations strategy.

PAYMENT FOR SERVICES RENDERED

For these services, SCC shall be paid \$2,000.00 (Two Thousand Dollars) a month from December 1, 2020 through November 31, 2021. Statements regarding such fee will be sent at the time a signed contract is received and the first of the month, each month. All payments are due on receipt and shall be made to:

Strategic Capitol Consulting, LLC,
16141 Swingley Ridge Road, Suite 110,
Chesterfield, Missouri 63017

Invoices will be sent to the following:
CLIENT CONTACT INFORMATION

TERMINATION

The contract may be terminated by either party with just cause, provided that the terminating party shall give written notice to the other party at least sixty (60) days prior to termination of this contract.

INDEPENDENT CONTRACTOR STATUS OF SELLER

Neither SCC, nor any of its subcontractors, employees or agents, shall be deemed to be employees or agents of Client, it being understood that SCC is an independent contractor for all purposes and at all times. SCC 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 SCC or his employees.


IN WITNESS WHEREOF, CLIENT, and SCC have executed this agreement, in duplicate, this _____ day of _____ 2020.

Client Name

**STRATEGIC CAPITOL
CONSULTING, LLC**

Steven Tilley

By: _____

By:  _____

Title: _____

Title: President

CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of St Louis,
State of MO) ss.

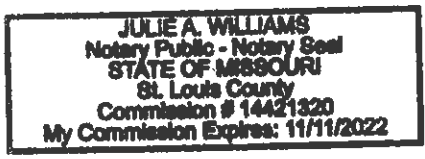
My name is Tom Robbins. I am an authorized agent of Strategic Capital Consulting ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.

Tom Robbins
Affiant
Tom Robbins
Printed Name

Subscribed and sworn to before me this 4th day of November, 2020

Julie Williams
Notary Public



SEAL

FORM NO. 5: PROJECT APPROACH NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach is reasonable/responsive to City's needs
- Roles of all involved parties clearly identified
- Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere
- Proposed communication process

Please see typed response to Form No 5: Project Approach Narrative in RFP submission.

<u>Strategic Capitol Consulting LLC</u> Company Name	<u>Tom Robbins</u> Authorized Person (Print)
<u>16141 Swinley Ridge Rd, Ste 110</u> Address	<u>[Signature]</u> Signature
<u>Chesterfield MD 63017</u> City/State/Zip	<u>Partner</u> Title
<u>533-645-5912</u> Telephone #	<u>11/5/20</u> Date
<u>45-5399092</u> Tax ID No.	<u>LLC</u> Entity Type:

FORM NO. 6B: "FEE SCHEDULE"
SCHEDULE OF HOURLY BILLING RATES FOR SERVICES

PERSONNEL
CLASSIFICATION

TYPICAL WORK TASKS

HOURLY BILLING RATES

Please see typed response to
Form No. 6B: Fee Schedule in
RFP submission.

Strategic Capitol Consulting LLC
Company Name
16141 Swingley Ridge Rd, Ste. 110
Address
Chesterfield, MO 63017
City/State/Zip
573-645-5912
Telephone # Fax #
45-5391092
Tax ID No.

Tom Robbins
Authorized Person (Print)
[Signature]
Signature
Partner
Title
11/5/20
Date
LLC
Entity Type:

FORM NO. 6D: TOTAL COST

Overall total project cost to include all related cost associated with the proposed project or scope of services, to include but not limited to: Personnel, total hours and service related expenses.

TOTAL COST \$ 2,000.00/monthly
Numeric

Two thousand dollars and zero cents
Use words, Dollars/Cents

<u>Strategic Capital Consulting LLC</u> Company Name	<u>Tom Robbins</u> Authorized Person (Print)
<u>16141 Swingley Ridge Rd, Ste 110</u> Address	<u>[Signature]</u> Signature
<u>Chesterfield MO 63017</u> City/State/Zip	<u>Partner</u> Title
<u>573-645-5712</u> Telephone #	<u>11/5/20</u> Date
<u>45-5399092</u> Tax ID No.	<u>LLC</u> Entity Type:

PART III
SAMPLE AGREEMENT
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
Strategic Capitol Consulting LLC

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and [INSERT Contractor Name], a(n) [INSERT biz org type for company] (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. The City issued a Request for Proposals, RFP # *2021-008* [INSERT title of RFP] (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Contractors to provide [INSERT general type of services in RFP] (the "Services").
- B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement.

- A. Initial Term. This Agreement shall be effective from the Effective Date, and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.
- B. Renewal Terms. After the expiration of the Initial Term, this Agreement may automatically renew for up to [INSERT MAX YEARS OF RENEWAL] (X) successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The City shall pay Contractor an amount not to exceed *\$27,000* for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference. The Contractor shall not commence any billable work or provide any Materials or Services under this Contract until the Contractor receives an executed purchase order from the City.

4. Payments. The City shall pay the Contractor [INSERT FREQUENCY], based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date, and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofs.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later.

5. Safety Plan. Intentionally Omitted
6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.
7. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.
8. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.
9. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.
10. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.
11. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

- A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
- G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Automatic Escalator. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is \$2,905,664 for all claims arising out of a single accident or occurrence.
- J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.
- L. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

- (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
 Attn: Procurement and Contract Services
 220 S.E. Green Street
 Lee's Summit, MO 64063 -2358

M. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof and contain. This coverage may also be provided on the Contractors Pollution Liability policy. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and

\$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.

D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

13.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may be declared in default:

- A. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services;
- B. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
- C. If the Contractor refuses or fails to proceed with the services under the Contract when and as directed by the City;
- D. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:
 1. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;
 2. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
 3. a criminal violation of any state or federal antitrust law;

4. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

5. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

6. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.

E. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

F. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

13.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

13.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

13.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of §§ 105.450, *et. seq.* RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

14.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

14.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Contractor: [INSERT ADDRESS]
Attn: _____

Strategic Capital Consulting LLC
16141 Swingley Ridge Rd, Ste 110
Chesterfield, MO 63017

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

14.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

14.15 Information Technology

A. Limited Access. If necessary for the fulfillment of the Contract, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Contract, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Contract.

B. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Contract is confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

C. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Contract is terminated (whichever occurs first), the information must be redacted or destroyed through

appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City.

D. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Contract is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

E. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor contracts entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

F. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

G. Disengagement. In the event the Contract is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

H. Survival. The obligations of the Contractor under this Section shall survive the termination of this Contract.

14.16 Work Authorization/E-verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars (\$5,000.00), Contractor warrants and affirms to the City that (i) Contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Contractor reciting compliance is not sufficient.

14.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or Work Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

14.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.19 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Contractor shall all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

14.20 Cooperative Purchasing. Contractor, by submitting a proposal to the RFP, acknowledges that other specific eligible political subdivisions and nonprofit institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

14.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

14.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

14.23 E-Signature and Counterparts. The Parties agree that this Contract may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same contract; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

14.24 Anti-Discrimination Against Israel Act. If this Contract has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this ____ day of _____,
20__ ("Effective Date").

CITY OF LEE'S SUMMIT

[INSERT CONTRACTOR'S NAME]

Stephen A. Arbo, City Manager

By Strategic Capitol Consulting
Print Name Tom Robbins

ATTEST:

Title Partner

Trisha Fowler Arcuri, City Clerk

Date 4/5/20

APPROVED AS TO FORM:

Daniel R. White,
Chief Counsel of Management and Operations

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND

Strategic Capital Consulting

[Contractor's Proposal]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT

AND
Strategic Capitol Consulting

[Scope of Work]

See following page(s).

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT

AND
Strategic Capital Consulting

[Fee Proposal]

See following page(s).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First State Insurance Agency 406 N Perryville Blvd Perryville MO 63775	CONTACT NAME: Ellen Emmendorfer PHONE (A/C, No, Ext): (573) 547-6513 E-MAIL ADDRESS: eemmendorfer@fsia.bz	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Strategic Capital Consulting LLC 16141 Swingley Ridge Rd. Chesterfield MO 63017	INSURER A: Selective Insurance	NAIC #
	INSURER B: Missouri Employers Mutual Ins Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL203519874


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			S227062303	03/27/2020	03/27/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Professional Liability \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MEM3005780-00	08/12/2020	08/12/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E L EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 100,000
							E L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Jefferson County Attn: Contracts PO Box 100 Hillsboro MO 63050	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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Tilley, Steven - Active

Strategic Capitol Consulting
16141 Swingley Ridge Road #110
Chesterfield, MO 63017

Lobbying Began: 08/30/2012

Registration Year: 2020

(573) 517-0030

Registration Type(s): Executive Legislative Elected Local

Report	Date Completed	Report Amount
January 2020	01/30/2020	\$0.00
February 2020	03/02/2020	\$0.00
March 2020	03/28/2020	\$0.00
April 2020	04/29/2020	\$0.00
May 2020	05/28/2020	\$0.00
June 2020	06/27/2020	\$0.00
July 2020	08/05/2020	\$0.00
August 2020	09/10/2020	\$0.00
September 2020	10/05/2020	\$0.00

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View frequently asked questions regarding lobbyist and lobbyist requirements.

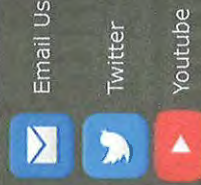
Educational Resources

View a variety of different resources regarding ethics laws, including publications and training opportunities.

Contact Us

Executive Director: Elizabeth L. Ziegler
Physical Address: 3411A Knipp Drive, Jefferson City, MO 65109
Mailing Address: PO Box 1370, Jefferson City, MO 65102
Phone: (573) 751-2020
Toll Free: (800) 392-8660
Fax: (573) 526-4506

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Robbins, Thomas - Active

Strategic Capitol Consulting
16141 Swingley Ridge Rd., Suite 110
Chesterfield, MO 63107

(573) 645-5912

Lobbying Began: 09/06/2005

Registration Year: 2020

Registration Type(s): Executive Legislative Elected Local

Lobbyist Information History

Reports Principals Employees Business Relationships

Report Year: 2020

Report	Date Completed	Report Amount
January 2020	01/30/2020	\$0.00
February 2020	03/02/2020	\$0.00
March 2020	03/28/2020	\$0.00
April 2020	04/29/2020	\$0.00
May 2020	05/28/2020	\$0.00
June 2020	06/27/2020	\$0.00
July 2020	08/10/2020	\$0.00
August 2020	09/10/2020	\$0.00
September 2020	10/05/2020	\$0.00

FAQ's

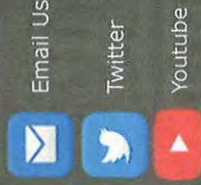
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Fax: (573) 526-4506



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King, Tracy - Active

Strategic Capitol Consulting
 16141 Swingley Ridge Road
 Suite 110
 Chesterfield, MO 63017

(573) 353-9576

Lobbying Began: 12/03/2004

Registration Year: 2020

Registration Type(s):
 Executive
 Legislative
 Judicial
 Elected Local

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Lobbyist Information History

Report	Date Completed	Report Amount
January 2020	01/31/2020	\$0.00
February 2020	03/06/2020	\$0.00
March 2020	04/01/2020	\$0.00
April 2020	05/01/2020	\$0.00
May 2020	06/01/2020	\$0.00
June 2020	07/10/2020	\$0.00
July 2020	08/10/2020	\$0.00
August 2020	09/01/2020	\$0.00
September 2020	10/05/2020	\$0.00

Report Year: 2020

FAQ's

View frequently asked questions regarding lobbyist and lobbyist requirements.

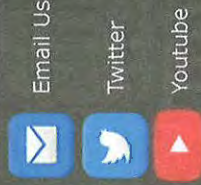
Educational Resources

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Brown, Travis Howard - Active

Strategic Capitol Consultants
 16141 Swingley Ridge Rd.
 Suite 110
 Chesterfield, MO , MO 63017
 (314) 540-5515

Lobbying Began: 12/31/1998
 Registration Year: 2020
 Registration Type(s): Executive
 Legislative
 Judicial
 Elected Local

Lobbying

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Lobbyist Information History

Report	Principals	Employees	Business Relationships
Report Year: 2020			
Report	Date Completed	Report Amount	
January 2020	02/01/2020	\$0.00	
February 2020	03/05/2020	\$0.00	
March 2020	04/01/2020	\$0.00	
April 2020	04/09/2020	\$0.00	
May 2020	06/07/2020	\$0.00	
June 2020	07/06/2020	\$0.00	
July 2020	08/10/2020	\$0.00	
August 2020	09/02/2020	\$0.00	
September 2020	09/09/2020	\$0.00	

FAQ's

View frequently asked questions regarding lobbyist and lobbyist requirements.

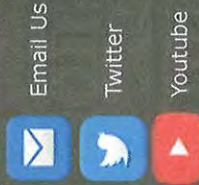
Educational Resources

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Robbins, Brittany Hyatt - Active

Strategic Capitol Consulting
16141 Swingley Ridge Rd., Suite 110
Chesterfield, MO 63107

(314) 712-8646

Lobbying Began: 05/01/2020

Registration Year: 2020

Registration Type(s): Executive Legislative Elected Local

Report	Date Completed	Report Amount
May 2020	06/01/2020	\$0.00
June 2020	06/01/2020	\$0.00
July 2020	08/10/2020	\$0.00
August 2020	09/11/2020	\$0.00
September 2020	10/05/2020	\$0.00

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Employees

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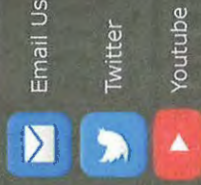
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Toll Free: (800) 392-8660
Fax: (573) 526-4506

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Grewing, Cassandra Allana - Active

The Giddens Group
1603 Swifts Hwy
Jefferson City, MO 65109

(573) 418-1268

Lobbying Began: 01/09/2014

Registration Year: 2020

Registration Type(s): Executive Legislative

Report	Date Completed	Report Amount
January 2020	01/30/2020	\$0.00
February 2020	03/01/2020	\$0.00
March 2020	04/01/2020	\$0.00
April 2020	05/01/2020	\$0.00
May 2020	05/31/2020	\$0.00
June 2020	07/01/2020	\$0.00
July 2020	07/31/2020	\$0.00
August 2020	08/31/2020	\$0.00
September 2020	09/30/2020	\$0.00

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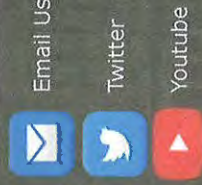
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