

**SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
VERSA GOVERNMENTAL STRATEGIES LLC**

THIS 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 Versa Governmental Strategies LLC (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 #2024-033, Legislative and Intergovernmental Services (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Contractors to provide lobbyist services (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 December 1, 2023, and remain in full force and effect to and until November 31, 2024 (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 two (2) 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 \$5,000.00 per month for the Services at the rates set forth in the Fee Proposal found at page A-17 of Contractor's proposal previously noted as attached hereto as Exhibit A and incorporated herein by reference. Contractor may request reimbursement for certain travel related expenses with prior approval of the City. 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 monthly as a retainer for all services performed under this agreement. Contractor shall invoice the City monthly, shall include a brief summary of the services provided 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@cityofls.net, unless otherwise specified

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, 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, 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. Omitted.

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, 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 form CG 20 10 03 97, or its 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.

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. To the extent required by law, 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.

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: Versa Governmental Strategies LLC
1204 Moreau Dr.
Jefferson City, Missouri 65101
Attn: Jon Hensley

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. Intentionally omitted

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 if required by law 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 December, 2023 (“Effective Date”).

CITY OF LEE’S SUMMIT

VERSA GOVERNMENTAL STRATEGIES LLC

Mark Dunning, City Manager

By /s/ Jonathan M. Hensley

Jonathan M. Hensley

ATTEST:

Title Principal

Trisha Fowler Arcuri, City Clerk

Date December 13, 2023

APPROVED AS TO FORM:

Brian W. Head, City Attorney



October 12, 2023

City of Lees Summit
Attn: Procurement & Contract Services
220 S.E. Green Street
Lees Summit, MO 64063-2358

RE: Response to RFP #2024-033 for Legislative and Intergovernmental Services

Dear Leaders of the City of Lees Summit,

Our team at Versa Governmental Strategies LLC (Versa) is excited to submit this proposal in response to the Lees Summit's RFP #2024-033 for Legislative and Intergovernmental Services. We understand that the services sought through this RFP would cover all of the City's state lobbying services needs. After carefully reviewing the terms of the RFP we are pleased to confirm that, if selected for this work, we are confident in our ability satisfy performance these requirements, and that it would be our mission to constantly exceed expectations. The General Requirements and Communications portions of the Scope of Work for Services within the RFP capture the nature of our firm's work and present a performance framework with which we would gladly agree, and we are confident we could reach final contractual terms that would work for all parties. As you will see in the coming pages, we bring the experience and relationships essential to capably serving the City's interests across Missouri state government.

The RFP states that firms with experience in solid waste issues will be given additional consideration. In addition to my general familiarity with the City gained over years working with the City's immediately prior lobbying services providers, I have also been on the front lines of the conflict concerning the proposed landfill in South Kansas City last session. I would be honored to apply my knowledge and passionate advocacy on this topic, as well as others, alongside my partner, on behalf of the City next session.

This response has been prepared in response to the particulars within RFP #2024-033. Please let us know if any other materials or information would be helpful. Thank you very much for this opportunity to bid on this work for the City, and for your thoughtful consideration of our proposal. We hope to have the opportunity to discuss how we may serve the City's interests with members of your team soon.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Zach Pollock", written over a horizontal line.

Zach Pollock
Principal

jhensley@versagsllc.com
(314) 477-6859

Versa Governmental Strategies LLC
101 E. High Street, First Floor
Jefferson City, Missouri 65101

zpollock@versagsllc.com
(573) 645-3210

VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Versa Governmental Strategies LLC

FIRM SUBMITTING PROPOSAL

88-3360340

FEDERAL TAX ID NUMBER

Zach Pollock, Principal

PRINTED NAME AND TITLE



AUTHORIZED SIGNATURE

1204 Moreau Dr.

ADDRESS

(573) 645-3210

TELEPHONE

FAX #

Jefferson City Mo 65101

CITY STATE ZIP

October 12, 2023

DATE

zpollock@versagsllc.com

WEB SITE

E-MAIL ADDRESS

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s)):

- ☐ Small Business Enterprise (SBE)
☐ Minority Business Enterprise (MBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)
☐ Missouri Service Disabled Veteran Business Enterprise pursuant to Section 34.074, RSMo

Has the Firm been certified by any jurisdiction in Missouri as a minority or woman-owned business enterprise?
If yes, please provide details and documentation of the certification.

FORM NO. 1: PROPOSER PROFILE

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address: Versa Governmental Strategies LLC
1204 Moreau Dr.
Jefferson City, MO 65101
- 1a. Provider /Firm is: ☐ National ☒* Regional ☐ Local * Missouri only
- 1b. Year Provider/Firm Established: 2022
- Years of Experience providing RFP identified services/project for municipalities:
Year of Experience conducting requested services Total of 25 Years Lobbying Experience
- 1c. Licensed to do business in the State of Missouri: ☒ Yes ☐ No
- 1d. Principal contact information: Name, title, telephone number and email address:
Zach Pollock, Principal, (573) 645-3210, zpollock@versagsllc.com
- 1e. Address of office to perform work, if different from Item No. 1:
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: Two Missouri Lobbyists
3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:
- 3a. Has this Joint Venture previously worked together? ☐ Yes ☐ No

FORM NO. 2: KEY OUTSIDE CONSULTANTS/SUBCONTRACTORS

N/A

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

SUB-CONSULTANT #1

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: ☐ Yes ☐ No

Year Firm Established:

Years of Experience providing requested services

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ☐ Yes ☐ No

Year Firm Established:

Years of Experience providing requested services

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ☐ Yes ☐ No

Year Firm Established:

Years of Experience providing requested services

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

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 ten (10) total projects:

NOTE: Additional consideration will be given to firms with experience in solid waste issues

[Please see responses related to Form No. 3, attached.](#)

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

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

Estimated Cost (in Thousands) for Entire Project: \$

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

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

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

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

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:

Please see resumes of both Versa Principals, attached.

- a. Name and Title: Zach Pollock, Principal
Jon Hensley, Principal
- b. Project Assignment:
Lobbyists
- c. Name of Service Provider/Firm with which associated:
- d. Years' Experience:
With this service provider/firm 2 other service providers/firms Pollock: 24
- e. Education: Degree(s)/Year/Specialization: Please see attached resumes
- f. Current Registration(s): Missouri Ethics Commission
- g. Other Experience & Qualifications relevant to the proposed project:

Please see attached narrative biographies, in response to Form 5, Item 1.2.

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
- Familiarity with project location as evidenced by pre-proposal attendance, proposal/interview (if applicable)
- Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere
- Proposed communication process

- 1.1 Describe your relationships with legislators and your approach to cultivating successful relationships with new and existing legislators.
- 1.2 Proposals should contain a history of the firm generally and specific information regarding the primary Consultant along with a summary of similar work for other governmental entities.
- 1.3 The Consultant must provide a listing of current and former clients for the last five (5) years for conflict examination.
- 1.4 The Consultant shall provide proof of appropriate lobbyist registration under applicable Missouri Law, and shall maintain the same during the Contract period.
- 1.5 The Consultant shall provide experience in solid waste issues.

Detailed responses to Form No. 5, attached.

FORM NO. 6A:
TASK/PERSONNEL BREAKDOWN

Task No.	Description of Task	Personnel Classification Responsible for Task Estimated Total Hours to Complete Task	Estimated Hours Per Personnel Classification by Task	Hourly Rate	Total Cost
1	Lobbying	Lobbyists	Varies seasonally	n/a	See fee proposal, p. A-17
TOTAL					

Versa Governmental Strategies LLC

Company Name
1204 Moreau Dr.

Address
Jefferson City, MO 65101

City/State/Zip
(573) 645-3210

Telephone #
88-3360340

Tax ID No.

Fax #

Zach Pollock

Authorized Person (Print)

Signature
Principal

Title
October 12, 2023

Date
LLC / Lobbying Firm

Entity Type:

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

<u>PERSONNEL</u> <u>CLASSIFICATION</u>	<u>TYPICAL WORK TASKS</u>	<u>HOURLY BILLING RATES</u>
---	---------------------------	-----------------------------

This proposal does not involve hourly billing for services.

Company Name

Address

City/State/Zip

Telephone #

Fax #

Tax ID No.

Authorized Person (Print)

Signature

Title

Date

Entity Type:



Versa Governmental Strategies 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 \$ 60,000.00 annually, paid monthly, plus approved expenses
Numeric

Sixty Thousand Dollars & no cents annually, paid monthly, plus approved expenses
Use words, Dollars/Cents

Versa Governmental Strategies LLC
Company Name
1204 Moreau Dr.
Address
Jefferson City, MO 65101
City/State/Zip
(573) 645-3210
Telephone # Fax #
88-3360340
Tax ID No.

Zach Pollock
Authorized Person (Print)
[Signature]
Signature
Principal
Title
October 12, 2023
Date
LLC / Lobbying Firm
Entity Type:



FORM NO. 3: Experience/References

1. Project Name & Location: Missouri Bankers Association Contract Lobbyists, Jefferson City, MO

Completion Date (Actual or Estimated): Ongoing

Project Owners Name & Address: MBA, 207 E. Capitol Ave., Jefferson City, MO 65101

Project Owner's Contact Person, Title & Telephone Number: David Kent, Vice President of Legislative and Advocacy Programming, 573-636-8151

Estimated Cost for Entire Project / work performed by Versa: Confidential

Scope of Entire Project: Full-service legislative lobbying, involving strategy and policy preparation consulting, drafting assistance, advocacy efforts with legislators and their staff, regular communication with and reporting to client. Achieved several successes for client during 2023 session.

Nature of Service Provider's / Firm's responsibility in project: Lead contract lobbyists for client.

Service Provider's / Firm's Personnel (Name / Project Assignment) who worked on the stated project that shall be assigned to the City's project: Zach Pollock and Jon Hensley, Lobbyists.

2. Project Name & Location: Missouri Port Authority Association

Completion Date (Actual or Estimated): Ongoing

Project Owners Name & Address: MPAA, c/o Lewis County Regional Port Authority, P.O. Box 85, Monticello, MO 63401

Project Owner's Contact Person, Title & Telephone Number: Ralph Martin, Chairman, 573-767-5393

Estimated Cost for Entire Project / work performed by Versa: Confidential

Scope of Entire Project: Full-service legislative lobbying, involving strategy and policy preparation consulting, drafting assistance, advocacy efforts with legislators and their staffs, regular communication with and reporting to client. Despite only starting with this client in the final few weeks of the 2023 session, we still managed to achieve success on MPAA's two largest priorities during 2023 session.

Nature of Service Provider's / Firm's responsibility in project: Lead contract lobbyists for client.

Service Provider's / Firm's Personnel (Name / Project Assignment) who worked on the stated project that shall be assigned to the City's project: Zach Pollock and Jon Hensley, Lobbyists.

3. Project Name & Location: Mar-Ston Development Contract Lobbyists, Jefferson City

Completion Date (Actual or Estimated): Ongoing

Project Owners Name & Address: Mar-Ston Development, 924 NW 1st Street, Fort Lauderdale, FL 33311



Project Owner's Contact Person, Title & Telephone Number: Tatum Martin, Owner, 816-974-7372

Estimated Cost for Entire Project / work performed by Versa: Confidential

Scope of Entire Project: Full-service legislative lobbying, involving strategy and policy preparation consulting, drafting assistance, advocacy efforts with legislators and their staffs, regular communication with and reporting to client. Also involved advocacy efforts involving various agencies and officials in the Executive Branch.

Nature of Service Provider's / Firm's responsibility in project: Lead contract lobbyists for client.

Service Provider's / Firm's Personnel (Name / Project Assignment) who worked on the stated project that shall be assigned to the City's project: Zach Pollock and Jon Hensley, Lobbyists.

4. Project Name & Location: Spire Inc. Contract Lobbyists

Completion Date (Actual or Estimated): Ongoing

Project Owners Name & Address: Spire Inc., 700 Market Street, St. Louis, MO 63101

Project Owner's Contact Person, Title & Telephone Number: Larry Pleus, Director of Government Relations, 573-821-2999

Estimated Cost for Entire Project / work performed by Versa: Confidential

Scope of Entire Project: Full-service legislative lobbying, involving strategy and policy preparation consulting, drafting assistance, advocacy efforts with legislators and their staffs, regular communication with and reporting to client. With Zach's deep background in utility matters, Versa engages directly in virtually every utility/energy sector issue in the Capitol. Versa is also active with, and lobbies for, the Missouri Natural Gas Association, and Zach lobbies on behalf of Ameren UE.

Nature of Service Provider's / Firm's responsibility in project: Contract lobbyists for client.

Service Provider's / Firm's Personnel (Name / Project Assignment) who worked on the stated project that shall be assigned to the City's project: Zach Pollock and Jon Hensley, Lobbyists.

5. Project Name & Location: Subcontracted lobbyists for the Players Associations for the NFL, NBA, MLB, NHL, and MLS

Completion Date (Actual or Estimated): Ongoing

Project Owners Name & Address: ATGS (Lead Contract Lobbyist), 101 E. High Street, 1st Floor, Jefferson City, MO 65101

Project Owner's Contact Person, Title & Telephone Number: Jon Dalton, Lead Contract Lobbyist (ATGS), 573-659-6709



Estimated Cost for Entire Project / work performed by Versa: Confidential

Scope of Entire Project: Focused legislative advocacy and drafting, engaging directly with legislators and their staffs, ensuring that Association members' interests were considered and protected as the conversation concerning sports betting continues to advance in Missouri. While legislation ended again last session in a stalemate, we succeeded in placing our supported language in the sports betting bills that appeared to have the best chance of moving.

Nature of Service Provider's / Firm's responsibility in project: Subcontracted lobbyists for client.

Service Provider's / Firm's Personnel (Name / Project Assignment) who worked on the stated project that shall be assigned to the City's project: Zach Pollock and Jon Hensley, Lobbyists.

6. Project Name & Location: Subcontract Lobbyist with the Britton Group

Completion Date (Actual or Estimated): Ongoing

Project Owners Name & Address: Britton Group LLC, P.O. Box 1707, Jefferson City, MO 65102

Project Owner's Contact Person, Title & Telephone Number: Jim Durham, Member, 573-690-0089

Estimated Cost for Entire Project / work performed by Versa: Confidential

Scope of Entire Project: Zach Pollock got his start in lobbying with The Britton Group in 1999, working with a wide variety of the Britton Group's clients, in sectors as diverse as housing authorities, motion picture makers, rental dealers, and insurance and financial advisors. Twenty-four years later, the knowledge and relationships he has gained continue to serve Zach well and allow him to add value to his clients' businesses and their advocacy efforts in the Capitol.

Nature of Service Provider's / Firm's responsibility in project: Contract lobbyists for client.

Service Provider's / Firm's Personnel (Name / Project Assignment) who worked on the stated project that shall be assigned to the City's project: Zach Pollock and Jon Hensley, Lobbyists.



FORM NO. 5: Project Approach Narrative

Project Schedule and Approach

The year-round representation called for in the RFP matches the level of attention we provide for all of our clients. As mentioned in our cover letter, performing the required services pursuant to the Scope of Work for Services provided with the RFP works well for us. While the pace and volume of this work is greatest between January and May each year, there is plenty to do during the interim, from meetings, conferences, and retreats, to client meetings to prepare for next session. Given that, as of the date of this submission, next session is only seven weeks away, we would propose to get to work immediately. Detailed planning, regular and clear communication, and a solid partnership between Versa and the City will be essential to the successes we craft together.

Roles of Involved Parties

Versa is comprised of Zach Pollock and Jon Hensley, both of whom are registered lobbyists in Missouri, and both of whom would be directly engaged in this work. Zach would serve as the "Primary Consultant" under this contract.

Familiarity with Project Location (as evidenced by pre-proposal attendance, proposal/interview (if applicable))

N/A

Critical / Unique Issues and Successful Approaches

The first example that comes to mind when thinking about finding successful approaches to unique and critical issues involves Zach Pollock's leadership on the topic of bringing broadband internet access to rural Missouri through this work with Missouri's Electric Cooperatives.

In the early 2000's, Sho-Me Power Electric Cooperative, through its subsidiary Sho-Me Technologies, began deploying Fiber Optics on their transmission lines to run their electric system. After seeing the absolute desert of connectivity in their service territory and the amount of dark fiber they had at their disposal, they started leasing the unused bandwidth to 3rd parties. Southern Missouri started seeing the benefits of connected communities as more and more cities, counties and 3rd party providers tapped into the vast middle-mile system that Sho-Me had deployed. Until it all stopped....

In early 2013, Sho-me was sued for trespassing ([Chase Barfield v. Sho-Me Power Electric Cooperative: Major Verdict in Electric Utility Easement Case | The National Law Review \(natlawreview.com\)](#)). They had used their existing electric easements to deploy the fiber which upset some landowners. Let's be honest, the only thing that was changed on their electric system was an existing ground wire on the very top of the transmission towers. It was the exact same piece of equipment, but with numerous fiber strands inside of it. Due to the fact they didn't have "communications" in their easement, the court found that the plaintiffs had good standing to file suit. This sent shockwaves through Missouri and brought broadband deployment to a halt in fear of lawsuits.

Though many attempts were made previously, through the courts and legislature, in 2018 the Missouri Electric Cooperatives made it a legislative priority that a fix was needed. If broadband was to flourish



once again in Missouri, these lawsuits had to be prevented. House Bill 1880/Senate Bill 830 was filed and the fight ensued. HB 1880 flew through the House with a large coalition of supporters, grassroots activity and social media. All of the colleges and universities, the agriculture associations, the Missouri Bankers, Missouri Realtors, etc... were in support, but more was needed. ARC Media was brought in to spread the word. Through their targeted messaging, numerous phone calls, emails and legislative contacts were sent into the Capitol. Even though HB 1880 flew through the House by a vote of 149-1, more negotiations were needed, especially with the Missouri Farm Bureau. Once we had the Farm Bureau on board, all the attention was placed on the Senate. The Missouri Senate was inundated with letters, emails, calls and visits. The largest opposition was the Trial Attorneys. If this madness did not stop, more and more lawsuits would be filed and broadband as we know it today, would not be.

Every year in late April, the Missouri Electric Cooperatives host a Fish Fry at the capitol. Every elected official and staff get to enjoy fried catfish and hush puppies prepared by none other than the famous Sho-Me Fry Team and served by other Missouri Co-op Staff. It is the most highly anticipated event of every legislative session. In 2018, this annual event was extra special. Not only did everyone enjoy the event, it gave the Co-op grassroots army one more chance to speak with their elected officials – mainly Senators - about the importance of the co-op broadband bill. The evening after another successful Fish Fry, the Senate brought up HB 1880. The Senate debated the bill for four hours and laid the bill over. The following day and following week, the Senate debated the bill again. After 10 hours of debate and last-minute negotiations, the Senate passed the bill by a vote of 29-1 on May 2nd. The very next day, the House passed the bill by a vote of 138-4 and sent HB 1880 to the Governor for his signature. On June 1st, the Governor signed the bill and broadband was back in business.

HB 1880 did not automatically change the Co-op recorded easements to include “Communications”, but limited the amount of monetary damages a landowner could receive to fair market value. This bill did not fix the Sho-Me Lawsuit, but took away the incentive for Trial Attorneys to file suit against other co-ops.

It is very rare for a bill to get introduced and get to the governor in one session, but it happened. If it had not been for ARC/PUR assisting with their geo-targeting of an extremely effective message, the bill would not have happened. It is unknown where broadband would be today if this bill did not pass.

Many states followed Missouri in fixing their statutes that allowed for broadband deployment. Today, many Co-ops have deployed middle-mile and last-mile fiber especially with the influx of federal dollars.

Proposed Communication Process

The “Communications” expectations within Section 2.2 of the RFP’s Scope of Work for Services is perfectly acceptable to us, and tracks closely with our existing standard operating procedure for communications. Given the City’s leadership and involvement in one of the highest profile issues currently being debated in the Capitol, instant and ongoing updates and coordination is absolutely essential. At the end of each legislative week, consolidating, updating, and sharing information about where priority items stand and where it appears they may be going helps us plan and position to maximize outcomes. Come mid-May, even though session is over, we know that the work is not. We work for, represent, and communicate with our clients year-round, and are always available.

1.1 Relationships with legislators and approach to cultivating successful relationships with new and existing legislators.



Versa places the highest possible value on expanding and maximizing our available resources and networks. We understand that the only way to do this over the long term is fostering meaningful and genuine friendships and personal relationships with everyone we work with and around, whether it's first-time legislative interns, freshman legislators, other lobbyists, executive agency staff and leadership, leadership in the House and Senate, or statewide elected officials and their staffs. Zach maintains close personal and working relationships with numerous state officials, from the governor and his senior staff, to several other statewide elected officials, members of leadership in both chambers of the General Assembly, members from across the political spectrum within the House and Senate, staffers in every legislative office, and former colleagues still working across several different state departments, including top leadership in several agencies. Jon has represented or led virtually every office and agency comprising Missouri state government – including legal representation of all but one statewide elected office, the General Assembly and several of its members individually, members of the Missouri Supreme Court, and he values the strong relationships he maintains with current office holders and executive leaders. Zach and Jon stay in regular contact with their former bosses, colleagues, direct reports and clients, and constantly monitor for opportunities to unite these personal resources with clients needing information and assistance. They feel fortunate to be able to enjoy these long and genuine friendships and to be able to connect their clients with knowledgeable people across government whose input is often valuable when crafting paths to achieve client goals.

1.2 Firm History, Principal Biographies, Similar Work for Other Governmental Entities.

Versa, founded in 2022, is located in Jefferson City and offers more than 35 years of experience in legislative advocacy and drafting, state agency leadership, and forging creative paths to effective solutions. As you will see in the biographies, below, and resumes, attached, before forming Versa, the careers of Founders and Principals Zach Pollock and Jon Hensley had been largely defined by public service and their work on behalf of governmental entities. Zach and Jon enjoy the personal relationships they have developed with statewide officials, legislative leaders, and state cabinet members, and consistently deploy their broad and deep knowledge of Missouri government and its processes while engaging the strong and diverse networks they have developed over their careers, all redounding to the benefit of their clients and the achievement of their goals. Their approach to Versa's work is built on issue and informational mastery, tireless advocacy, dogged determination, and laser focus, all with a personal touch.



Zach Pollock

Jefferson City, MO
Founder, Principal
Versa Governmental Strategies
zpollock@versagsllc.com
573.645.3210

Having worked in the Missouri Capitol for the past 23 legislative sessions, Zach brings deep experience in advocacy, lobbying and grassroots leadership. Before founding Versa, Zach served for nine years as Director of Government Relations for the Association of Missouri Electric Cooperatives (AMEC), where he directed many legislative and budgetary successes, as well as effectively interfacing with elected and appointed leaders across state government. Prior to AMEC, he served in Gov. Jay Nixon's administration in several capacities, including terms as Director of Legislative Affairs for the Departments of Agriculture and Mental Health, and as the Governor's Office's legislative point of contact for all utility and telecommunications matters under the Governor's Policy Director. Zach also served as Policy Director for the Office of Administration, where he performed the roles of Legislative Advisor, Director of Project Manager Oversight

	for the Information Technology Services Division, IT Director for the Departments of Economic Development and Labor, and Special Assistant for Gov. Nixon's MOBroadbandNow office. Beyond his public service, Zach worked for seven years as the Legislative Director for the American Federation of State, County & Municipal Employees (AFSCME) Council 72, interacting not only with state and federal authorities, but with local elected officials as well. Zach's vast experience allows him to help clients navigate legislative, executive agency and local bodies at all levels of government to meet their objectives.
 <u>Jon Hensley</u> Jefferson City, MO Founder, Principal Versa Governmental Strategies Hensley Law Group jhensley@versagsllc.com 314.477.6859	Over the course of his career, Jon has developed extensive experience in successfully handling governmental matters in a variety of settings, including state agency leadership, representing the state of Missouri in litigation concerning the interpretation and application of various state and federal regulations, statutes and constitutional provisions, and counseling clients concerning their legislative drafting and strategy goals. His public service includes terms spent as General Counsel to the Missouri Attorney General's Office, General Counsel and Deputy State Treasurer to the Missouri State Treasurer's Office, and Deputy Director of the Missouri Division of Workers' Compensation. Jon also serves as an elected member of the City Council of Jefferson City, Missouri, and as a board member of the Capital Area Metropolitan Planning Organization (CAMPO) and the Heartland Port Authority of Central Missouri. Jon's background allows him to help clients see the whole field, from concept inception to preparing for and navigating challenges along the way and assessing and leveraging the impact their success will have on the broader community.

1.3 Listing of Current and Former Clients.

Versa's Current Engagements

- 1900 Vine Street LLC
- Atex Group II LLC
- The Players Associations of the five major league professional sports
- GMES LLC
- Mar-Ston Development
- Merative L.P.
- Midwest Natural Fiber
- Missouri Association of License Offices



- Missouri Bankers Association
- Missouri Natural Gas Association
- Missouri Port Authority Association
- Spire Inc.
- Union Electric Company d/b/a Ameren Corporation
- United Gaming LLC
- Vine Parking LLC

1.4 Proof of Appropriate Lobbyist Registration.

Both Versa Principals maintain Active Lobbyist registrations with the Missouri Ethics Commission and comply with all legal and regulatory requirements for maintaining their registrations.

Zach Pollock – MEC Registration No. L001525

Jon Hensley – MEC Registration No. L210372

Link to Versa's MEC Profile: [Missouri Ethics Commission \(mo.gov\)](https://www.mo.gov/ethics/commissioners/zach-pollock)

1.5 Experience in Solid Waste Issues.

During the 2023 Session, Zach worked with the City of Lees Summit, through its contract lobbyist, Jim Durham with the Britton Group. After seeing 17 different lobbyists register for the landfill (KC Recycle & Waste Solutions), the entire Capitol building knew the fight was on. At the direction of the Britton Group, Zach took part in all coalition meetings (cities Raymore, Kansas City, Grandview and Pleasant Hill, Cass County, etc.) to represent Lees Summit and inform as many legislators as possible regarding how harmful a landfill would be at the proposed site. Zach enjoyed the opportunity to escort Mayor Baird around the Capitol when he came to testify in favor of HB 909 (Haffner) and SB 590 (Brattin) to stop the landfill. KC Recycle and Waste Solutions will again deploy every resource at its disposal to thwart any action that may impede the landfill's ability to move forward. Zach remains involved in the issue by meeting with Strategic Capitol Consulting, which represents the newly formed "Kill the Fill PAC". The City of Lees Summit needs to be fully prepared to participate again in this fight, and Versa, with Zach's leadership, is perfectly positioned to aid the City in the effort.

ZACH A. POLLOCK

PROFESSIONAL EXPERIENCE

2022-present **Pollock Consulting, LLC/Versa Govt. Strategies, LLC** Jefferson City, MO
Owner/Principal

- Assist Clients with navigating State of Missouri procurement process
- Assist Clients with Strategic Communications
- Assist Clients attaining legislative and executive level objectives

2013-2022 **Missouri Electric Cooperatives (AMEC)** Jefferson City, MO
Director of Government Relations

- Work with Executive VP/CEO, Legislative Committee, General Counsel and supervise outside consultants to establish legislative priorities and strategies
- Make recommendations in areas of the Legislative Department's annual budget, work plan development and financial control
- Establish and maintain good relations between AMEC member systems and members of the state legislature, state officials, their staff, and representatives of other organizations
- Represent AMEC at legislative, professional and trade organization functions
- Serve as AMEC's key contact person and centralized resource for AMEC member systems on rural broadband deployment and related activities
- Supervise and oversee all rural electric cooperative Political Action Committees.
- Attend and participate in AMEC Committee and Board Meetings

2013 (Jan-Aug) **Office of the Governor - Department of Agriculture** Jefferson City, MO
Director of Legislative Affairs

- Responsible for the passage of all the legislative priorities for the department.
- Represented Department of Agriculture in Capitol
- Served as assistant to the Policy Director in the Office of the Governor for all energy and telecommunications issues and companies (2011, 2012 and 2013 Sessions).

2012 **Office of Governor** Jefferson City, MO
Acting Deputy Legislative Director

- Assisted the Legislative Director in all aspects preparing for the 2013 session

2012 **Nixon for Missouri**
Director of Rural Outreach

Jefferson City, MO

- Managed campaign staff supporting re-election efforts in Rural Missouri.
- Spoke on behalf of the Governor at all functions that he wasn't able to attend.
- Responsible for all Agriculture/rural stakeholder endorsements and support

2009-2012 **Office of the Governor – Office of Administration** Jefferson City, MO
Policy Analyst, ITSD: Director of Project Management Oversight and Client Service Manager for the Department of Economic Development and Department of Labor

- Served as a Policy Advisor and Special Assistant to the Commissioner of Administration.
- Assisted with the implementation of Governor Nixon's/OA's MoBroadbandNOW initiative, and administered the state's first Broadband Summit
- Tracked bills and lobbied legislators in the Missouri General Assembly the Office of the Governor
- Supervised staff in the Information Technology Services Division (ITSD) Project Management Oversight office where we are responsible for keeping the Chief Information Officer and his staff updated on over 100 different IT projects
- Reviewed and advised the CIO's office on all Project Assessment Quotations and Request for Proposals

2002-2008 **AFSCME Council 72**
Legislative Director

Jefferson City, MO & Topeka, KS

- Managed and supported field operations, direct mail, media purchasing and fundraising of targeted elections through Kansas and Missouri
- Tracked bills/ordinances in the Missouri/KS General Assembly and county and city governments

EDUCATION

1996-2000 **Lincoln University**

Jefferson City, MO

- B.A., History. Minor: Public History
- Cum Laude
- Academic Achievement Award, 1998-2000

PROFESSIONAL MEMBERSHIPS

- Conservation Federation of Missouri, Board Member, Legislative and Membership Committee member
- Knights of Columbus, Council 1754/Fraternal Order of Eagles, Aerie 2377

Jonathan M. Hensley

Public Service & Leadership

Missouri State Treasurer's Office, General Counsel 2017 – 2019

- Chief legal counsel to the Treasurer, executive staff, division directors, and staff, supporting all STO functions.
- Represented the Treasurer on MHDC and in administering Second Injury Fund claims.
- Advised Treasurer and Deputy Treasurer related to their service on MOSERS board.
- December 2018 - January 2019 – Served as Deputy State Treasurer and Chief of Staff.

Missouri Attorney General's Office, General Counsel 2019 - 2020

- Chief legal counsel to the Attorney General, administration leadership, and AGO staff.
- Represented the Attorney General on MHDC, MOPERM, and Legal Expense Fund.
- Assistant Attorney General (Governmental Affairs, 2008-11, 2013-15) litigating bench and jury trials, and appellate matters on behalf of the State, statewide elected officials, the General Assembly and members of the Missouri Supreme Court.

City of Jefferson, Missouri, City Council, Councilmember, Ward Five 2018 – Present

- Chair of the Council's Finance Committee and Budget Committee of the whole.
- Member of the Capital Area Metropolitan Planning Organization board and Heartland Port Authority of Central Missouri Commission.

Missouri Division of Workers' Compensation, Deputy Director 2015 - 2017

- Direct management of all Division functions, including self-insurance compliance, Second Injury Fund, fraud investigation and prosecution, legislative, and data analytics.

Other Professional Experience

Hensley Law Group LLC, Founding Member 2020 – Present

- Private law practice serving general counsel, transaction, and governmental services needs of corporate and organizational clients.

Versa Governmental Strategies, Founder and Principal 2022 – Present

- Lobbying and governmental consulting firm advancing clients' legislative, procurement, and project priorities at the federal, state, and local levels.

Rockwood Asset Management, General Counsel and Director 2020 – 2022

- Managed internal and external legal affairs for asset management firm administering and servicing financing of multi-million-dollar energy projects across the country.

Education

Saint Louis University School of Law, J.D., Taxation and Real Estate, 2007

University of Missouri – Columbia, B.A., Political Science, 2004

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101 E. High Street, First Floor, Missouri 65101

Admitted to practice law in Missouri (#59810) and Kansas (#23665, Inactive)

SECTION B

SCOPE OF WORK FOR SERVICES

1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:

The City of Lee's Summit, Missouri (the "City") is seeking an experienced firm (may be referred to as "Firm" or "Proposer" or "Offeror" or "Contractor"), to provide lobbying and legislative representation services that promote the City's interests before the Missouri General Assembly and other State of Missouri governmental bodies. The City desires to enter into a professional services contract with a qualified individual or firm who can demonstrate competency and experience in providing State lobbying services for municipal governments.

In carrying out these services, the Firm will assist the City with representation, information gathering, information dissemination, strategic advice, and support services. The Firm will provide a flexible level of support, depending on the depth or scope of the City's legislative priorities at any given time. The services needed will focus on: 1) garnering support for the City's State of Missouri legislative agenda; 2) identifying, tracking, and responding to legislation that impacts Lee's Summit; and 3) securing various State of Missouri funding.

2.0 SCOPE OF SERVICES:

2.1 State Lobbying Services – General Requirements:

The general scope of work consists of the Firm performing all of the following services:

- a. Provide a broad range of State lobbying services on behalf of the City before the Legislative and Executive branches of the Missouri State Government.
- b. Assist in the formulation of a State policy agenda, working with the Mayor and Council and designated City department heads.
- c. Represent the City's interests in the State budget process as well as identify, solicit, and lobby for Capital Bond Bills and grants.
- d. Review and analyze on a continuing basis, all existing and proposed State of Missouri policies, programs, and legislation; identify issues that may impact the City; and provide prompt notification of issues to the City.
- e. Based on policy direction provided by the City, develop and implement strategies to advance the City's legislative goals.
- f. In areas such as the environment and transportation, where State and Federal policy overlap, coordinate and collaborate with the City's contracted Federal lobbyist, as necessary.
- g. Files such reports with the Missouri Ethics Commission as may be required by the ethics laws of the State of Missouri including, but not limited to, the Principal's Report.

2.2 Communications:

- a. Throughout the year and on a real time basis, inform the City of developments coming out of the Legislative and Executive branches of the State Government that impact Lee's Summit.
- b. Be available in a timely manner in person, by telephone, or email to provide consultation and advice to the Mayor, members of the City Council Legislative and Intergovernmental Committee and staff.
- c. In response to City direction, act quickly on the City's behalf to rapidly changing developments in the State Government with impact on policy and legislative matters.
- d. Represent the City on a year-round basis, at Task Force/Work Group meetings, bill hearings, Committee meetings, and provide timely written notices and summaries to City staff.
- e. Provide periodic, timely written reports that track the status of the City's legislative priorities and other legislation of interest on a weekly basis during the Legislative Session, and no less than quarterly at other times of the year, delineating the Firm's activities and actions for the City.

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- f. Provide two in-person reports to the City Council, at least one to occur during the legislative session and remote meetings as necessary to discuss legislative priorities and issues of immediate concern.
 - g. Work with City staff to prepare written communications that convey the City's position on State legislative, policy, and intergovernmental issues.
 - h. Assist with the logistics related to City officials testifying at bill hearings.

3.0 EXPERIENCE REQUIREMENTS

- a. Consultant must have strong and reliable relationships with legislators and demonstrate a history of cultivating successful relationships with new and existing legislators
- b. Proposals should contain a history of the firm generally and specific information regarding the primary Consultant along with a summary of similar work for other governmental entities.
- c. The Consultant must provide a listing of current and former clients for the last five (5) years for conflict examination.
- d. The Consultant shall provide proof of appropriate lobbyist registration under applicable Missouri Law, and shall maintain the same during the Contract period.
- e. NOTE: Additional consideration will be given to firms with experience in solid waste issues