



**Nicole Galloway, CPA**

**Missouri State Auditor**

**Jackson County**

**No-Bid Contracts and Other Expenditures**

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**Nicole Galloway, CPA**  
Missouri State Auditor

# CITIZENS SUMMARY

## Findings in the audit of Jackson County No-Bid Contracts and Other Expenditures

No-Bid and Other Professional Service Contracts	<p>The county did not periodically solicit or reevaluate the services provided by a law firm relating to \$1.3 million spent for federal lobbying services related to rail and mass transit. The contracts with this firm lacked detailed requirements for any specific type of services to be provided, and county management was not transparent in dealings with this law firm as questionable travel expenses of county employees and officials totaling \$162,706 were paid by this firm. Contracts totaling approximately \$2.7 million were not bid for state lobbying, various legal, and investigative services in compliance with county charter. The former County Counselor was responsible for soliciting proposals and signing these contracts, and most legal service contracts were not authorized by the County Legislature. The county also did not ensure compliance with contract terms, enter into contracts timely, or require submission of detailed invoices and supporting documentation prior to payment of these services. The former County Counselor did not solicit proposals for the consulting contract with the former County Executive or seek approval from the County Legislature. The Director of Finance and Purchasing has not prepared an annual purchasing report as required.</p>
Other Expenditures	<p>The county has not established adequate procedures to ensure expenditures were properly allocated or expended only for intended purposes, did not always timely enter into written contracts, and require invoices submitted to detail the services provided and expenses billed. The county lacks adequate controls and procedures to account for fuel use, and the Sheriff's office spent \$9,069 for Christmas parties that was not a reasonable or necessary use of county funds. The county has not established adequate procedures to ensure the Prosecuting Attorney's office credit card bills are paid timely.</p>
Travel Expenditures	<p>An adequate review of travel expense forms and supporting documentation was not always performed, and some employees received reimbursement for travel expenses not in compliance with county policy or not actually incurred. Employees did not always submit travel expense forms timely and sometimes failed to submit them, and supervisors did not always approve submitted travel expense forms. Improvement is needed in the county's travel policies to ensure employee travel costs are obtained in the most economical manner.</p>

In the areas audited, the overall performance of this entity was **Poor**.\*

\*The rating(s) cover only audited areas and do not reflect an opinion on the overall operation of the entity. Within that context, the rating scale indicates the following:

- Excellent:** The audit results indicate this entity is very well managed. The report contains no findings. In addition, if applicable, prior recommendations have been implemented.
- Good:** The audit results indicate this entity is well managed. The report contains few findings, and the entity has indicated most or all recommendations have already been, or will be, implemented. In addition, if applicable, many of the prior recommendations have been implemented.
- Fair:** The audit results indicate this entity needs to improve operations in several areas. The report contains several findings, or one or more findings that require management's immediate attention, and/or the entity has indicated several recommendations will not be implemented. In addition, if applicable, several prior recommendations have not been implemented.
- Poor:** The audit results indicate this entity needs to significantly improve operations. The report contains numerous findings that require management's immediate attention, and/or the entity has indicated most recommendations will not be implemented. In addition, if applicable, most prior recommendations have not been implemented.

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# Jackson County

## No-Bid Contracts and Other Expenditures

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## **NICOLE GALLOWAY, CPA**

### **Missouri State Auditor**

Honorable Chairman of the Jackson County Legislature  
and  
Members of the Jackson County Legislature  
and  
Frank White, Jr., Jackson County Executive  
Jackson County, Missouri

We have audited certain operations of Jackson County - No-Bid Contracts and Other Expenditures in fulfillment of our duties under Section 29.200.3, RSMo. The State Auditor initiated audits of Jackson County in response to a formal request from the Jackson County Legislature. The county engaged BKD LLP, Certified Public Accountants (CPAs), to audit the county's financial statements for the years ended December 31, 2018, and 2017. To minimize duplication of effort, we reviewed the CPA firm's reports. The scope of our audit included, but was not necessarily limited to, the 2 years ended December 31, 2018. The objectives of our audit were to:

1. Evaluate the county's internal controls over certain management operations and financial functions related to no-bid contracts and other expenditures.
2. Evaluate the county's compliance with certain legal provisions related to no-bid contracts and other expenditures.
3. Evaluate the economy and efficiency of certain management practices and procedures related to no-bid contracts and other expenditures, including certain financial transactions.

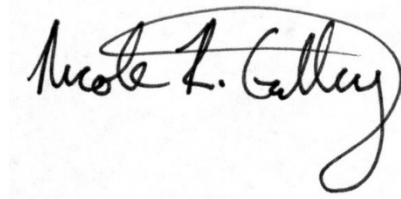
We conducted our audit in accordance with the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform our audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides such a basis.

The accompanying Organization and Statistical Information is presented for informational purposes. This information was obtained from the county's management and was not subjected to the procedures applied in our audit of no-bid contracts and other expenditures.

For the areas audited, we identified (1) deficiencies in internal controls, (2) noncompliance with legal provisions, and (3) the need for improvement in management practices and procedures. The accompanying Management Advisory Report presents our findings arising from our audit of Jackson County - No-Bid Contracts and Other Expenditures.



Additional audit reports of various officials and departments of Jackson County are still in process, and any additional findings and recommendations will be included in subsequent reports.

A handwritten signature in black ink, reading "Nicole R. Galloway". The signature is fluid and cursive, with the first name "Nicole" and last name "Galloway" clearly legible. The initials "R." are written in a smaller, more compact script between the first and last names.

Nicole R. Galloway, CPA  
State Auditor

The following auditors participated in the preparation of this report:

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# Jackson County

## No-Bid Contracts and Other Expenditures

### Introduction

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#### **Background**

The State Auditor was requested on February 26, 2018, by the Jackson County Legislature under Section 29.200.3, RSMo, to conduct a performance audit of Jackson County.

One area of significant concern to the County Legislature was "awarding and administering legal and professional service contracts" that were not bid (i.e., no-bid contracts). We determined that contracts totaling approximately \$2.7 million were not bid. In addition to written findings involving no-bid contracts, our work resulted in other written findings involving bid contracts. In total, the contracts discussed in the report's findings cost the county approximately \$4 million. To support our findings we included invoices at Appendix A, requests for proposals at Appendix B, and contracts at Appendix C, obtained from the county for "federal legislative lobbying, particularly with regard to matters related to rail and mass transit" provided by Polsinelli PC<sup>1</sup> (referred throughout this report as the federal lobbying law firm). We also included the invoices for the consulting services provided by the former County Executive, Michael D. Sanders, at Appendix D and the related contract at Appendix E. Appendix A includes redactions of information considered personal, privileged, or of a sensitive nature.

The following provisions of state law, constitutional home rule charter, and county code are significant to our review and are discussed further in the findings reported in the accompanying Management Advisory Report section.

#### State Law

Section 67.2555, RSMo, requires competitive bidding for any expenditure made by the County Executive that exceeds \$25,000.

Section 137.555, RSMo, restricts the use of the Special Road and Bridge Fund to disbursements "... to be used for road and bridge purposes and for no other purpose whatever . . ."

Section 432.070, RSMo, provides that no county shall enter into a contract unless the contract is "... in writing and dated when made . . ."

#### Constitutional Home Rule Charter

Article II, Section 16.20, authorizes the County Legislature to "Employ such financial, research, legal, or other technical advisors as are necessary."

Article III, Section 6.2, authorizes the County Executive to "Employ experts and consultants in connection with any of the functions of the county, and ensure that all professional services contracts over \$5,000, except in emergency situations, follow a competitive process to determine award of the contract."

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<sup>1</sup> Formerly known as Polsinelli Shughart PC, prior to April 22, 2013.



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County Code

Chapter 10, Section 1000, purchasing code indicates "All contracts for the purchase or lease of supplies, materials, equipment, or services, except as to personal and professional services and as otherwise provided by law, shall be accomplished through the office of the Director of Finance and Purchasing. It shall be the intent of this chapter that, whenever practicable, contracts and purchases shall be let to the lowest and best bidder after due opportunity for competition."

- Section 1030 indicates competitive bidding is not required when (1) the item can only be purchased from a sole source; (2) the purchase can be obtained from an acquisition from another government; (3) it is an emergency purchase; (4) the item is the subject of an existing and current federal, state, or local government fixed price contract; (5) the purchase is less than \$5,000; (6) the item is a proprietary good for resale; or (7) funds are appropriated and a contract is or will be awarded by the County Legislature to a tax exempt organization. However, purchases that exceed \$25,000 of sole source items, items from other governments, fixed price items, or proprietary goods for resale must receive prior approval by the County Legislature, and emergency purchases over \$25,000 must be reported to the County Legislature at the next meeting.
- Section 1040 indicates informal competitive bidding may be used for purchases between \$5,000 and \$25,000. Informal competitive bidding includes soliciting at least 3 bids from vendors through informal means (e.g., telephone, media, bulletin board posting, etc.).
- Section 1050 indicates formal competitive bidding is required for purchases exceeding \$25,000. Formal competitive bidding includes soliciting bids from vendors through more formal means (e.g., direct mail, electronic mail, online listing services, newspaper advertisements, etc.) and for at least 5 days prior to bid closing.
- Section 1054 indicates bids received through formal competitive bidding are to be sealed until opened (if applicable), recorded, evaluated, and a recommendation of award of the contract to the lowest and best bidder made to the County Legislature. Factors to be considered when determining the lowest and best bid include (1) cost and future maintenance, (2) ability to perform, (3) timely performance, (4) character and reputation, (5) quality of prior performance, (6) compliance with laws, (7) quality and availability, (8) conditions on bid, (9) compliance with bid specifications, (10) environmental preference, (11) social responsibility, and (12) local preference.

Chapter 10, Section 1001.6, indicates "In February of each year the Director of Finance and Purchasing shall provide a performance-based annual report regarding formal competitive bids to the County Executive and the County



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Legislature. The report will describe procedures in place to ensure compliance with section 1054."

Travel and training policies

Administrative policy 12-01, Travel and Training Policy, effective February 2012, includes rules for reimbursement of allowable expenditures in the most economical manner to ensure prudent use of taxpayer dollars including:

- "The County will pay the lowest of air or ground transportation. Authorization will be given for the most economically available flight to and from the event."
- "Lodging generally includes the single-occupancy cost of the room and any applicable taxes and charges at the meeting and/or conference event location. In the case that the event is not being held at a conference center hotel, employees should use discretion in choosing an economical lodging option."
- "Meals and incidental expenses are paid based on the Federal per diem rates, which are based on destination and can be found on the US General Services Administration (GSA) website: . . ."
- "The county will not reimburse per diem for meals included in the registration fee, and the appropriate allotment for the meal will be deducted from the per diem."
- "Unless specifically permitted in this policy no other expenses will be reimbursed by the County. Examples include, but are not limited to the following: Expenses for personal entertainment, including those that are charged or billed as additional registration fees (golf, theater, sporting events, site-seeing tours, etc.); . . . Valet parking; . . ."

On January 3, 2018, the County Executive made a recommendation to the County Legislature to request a comprehensive audit of the county's fiscal and procurement process by the State Auditor's Office (SAO). The County Legislature agreed with this recommendation and passed Resolution 19745 on February 26, 2018, requesting the State Auditor perform an audit of the county. This request was accepted by the SAO and audit fieldwork started in December 2018. This is the second of several audit reports that will be issued as part of the audit of Jackson County.

## Scope and Methodology

The scope of this audit included evaluating (1) internal controls, (2) policies and procedures, and (3) other management functions and compliance requirements in place during the 2 years ended December 31, 2018.

Our methodology included reviewing minutes of meetings, written policies and procedures, financial records, and other pertinent documents; gathering



## Jackson County No-Bid Contracts and Other Expenditures Introduction

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information regarding various contract awards and expenditures through discussions with various current and past county personnel and reviewing the information obtained; and testing selected transactions. To gain an understanding of legal requirements governing contract awards and expenditures, we reviewed applicable state laws; the county charter, county code, and written policies and procedures; and interviewed various individuals.

We obtained an understanding of the applicable controls that are significant within the context of the audit objectives and assessed whether such controls have been properly designed and placed in operation. We also obtained an understanding of legal provisions that are significant within the context of the audit objectives, and we assessed the risk that illegal acts, including fraud, and violation of contract or other legal provisions could occur. Based on that risk assessment, we designed and performed procedures to provide reasonable assurance of detecting instances of noncompliance significant to these provisions.

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# Jackson County

## No-Bid Contracts and Other Expenditures

### Management Advisory Report - State Auditor's Findings

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#### **1. No-Bid and Other Professional Service Contracts**

Significant improvements are needed in Jackson County's processes for selecting professional services, entering into and monitoring contracts, and reviewing and approving documentation to support requests for payment. As noted in the background section, one area of significant concern to the County Legislature was the awarding and administering of legal and professional services contracts that were not bid (i.e., no-bid contracts). Our audit confirmed that contracts totaling at least \$2.7 million were not bid.

The county also did not periodically solicit or reevaluate the services provided by a federal lobbying law firm. The contracts with the firm lacked detailed requirements for any specific type of services to be provided and county officials did not monitor the contracts for compliance or obtain sufficient supporting documentation for more than \$1.3 million in payments to this firm. County management was not transparent in the county's dealings with this law firm for federal lobbying services related to the Rock Island Rail Corridor<sup>2</sup> because contracts terms did not detail how travel expenses of county management were to be handled or any requirements for compliance with county travel policies and supporting documentation to be submitted. Travel expenses for county management were paid by the law firm and billed to the county as part of the firm's monthly retainer.

The county did not always solicit proposals; ensure compliance with contract terms; enter into contracts timely; or require submission of adequate supporting documentation for various other legal, investigative, and consulting services. The Director of Finance and Purchasing has not prepared an annual purchasing report as required to ensure compliance with county bidding requirements.

#### **1.1 Lobbying, legal, and investigative services**

The county's charter does not address the frequency of the selection process for professional services, and the county did not periodically solicit proposals for lobbying services. In addition, the county did not solicit proposals for various legal and investigative services in compliance with the county charter. The former County Counselor, who was appointed by the former County Executive, was responsible for soliciting proposals for legal services and signed these contracts, and most of these legal service contracts were not authorized by the County Legislature. The county also did not ensure compliance with contract terms, enter into contracts timely, or require submission of detailed invoices and adequate supporting documentation prior to payment of these services. In addition, some of the contracts reviewed did not require submission of detailed supporting documentation for payment.

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<sup>2</sup> A federal lobbyist was procured to assist the county in implementing a multimodal transportation plan; including the possibility of commuter rail, light rail, bus enhancements, trails, and streetcars; and to remain apprised of actions and deliberations at the national level regarding transportation funding.



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Federal lobbying services

The county paid the federal lobbying law firm \$1,334,982 for federal lobbying services relating to the Rock Island Rail Corridor from 2011 to 2017. A request for proposals (RFP) was issued for these services in March 2010, and provided for a 12-month contract, with two 12-month renewal options. Another RFP was issued for these services in December 2013, and provided for a 12-month contract, with four 12-month renewal options. See Appendix B for the federal lobbying RFPs. The county entered into contracts with this firm each year from 2011 to 2017, that provided for the firm to bill the county a set monthly rate for its services. The county did not renew the contract in 2018. The following table lists the payments to this firm for federal lobbying services:

Year	Amount Paid
2011	\$ 160,000
2012	205,000
2013	209,994
2014	209,992
2015	210,000
2016	189,996
2017	150,000
Total	\$ 1,334,982

Concerns related to these contracts and services include:

Procurement

The county's charter does not address the frequency of the professional service selection process, and as a result, the county entered into contracts with this firm that provided for renewals over several years without periodic reevaluation of the services provided and amounts paid.

While Article III, Section 6.2 of the county charter provides for professional service contracts over \$5,000, to follow a competitive process, it does not address the frequency of the professional service selection process. Given the magnitude of the amount spent for federal lobbying services in the contract renewal periods, consideration should be given to requiring the professional service selection process to be repeated more frequently. The county also paid this firm an additional \$1,034,816 for other legal services provided from 2011 and 2017 without soliciting proposals (see the Legal services section).

Contract timeliness

The county did not timely enter into a written contract with this firm for services provided for the first 4 months of 2017. The contract was entered into on April 27, 2017. The contract indicated "This agreement shall be effective as of January 1, 2017, and continue until December 31, 2017," and provided for the firm to bill the county at a rate of \$12,500 monthly for its services. The county was billed \$50,000 on April 27, 2017, the date the contract was signed, for services provided for the first 4 months of 2017.





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Contract compliance

The contracts with the federal lobbying law firm lacked detailed requirements for any specific type of services to be provided in return for the payments made by Jackson County that ranged from \$12,500 per month to \$17,500 per month during 2011 through 2017. The services were generally defined as "federal legislative lobbying, particularly with regard to matters related to rail and mass transit."

In addition, the county did not require the firm to provide weekly reports of proposed legislation of county interest and the activities the lobbyist had engaged in to further the legislative priorities of the county in compliance with the contracts. County personnel could not provide any weekly reports from 2011 to 2017, and at our request, they provided us county email messages related to lobbying services. The messages only showed the firm provided monthly or periodic updates. The contracts and the original RFPs required weekly reports be provided.

Supporting documentation

The county did not require invoices submitted to the county by the firm to provide sufficient documentation of the details of the services provided and expenses billed to the county. See Appendix A for federal lobbying invoices paid by the county.

For 19 (totaling \$327,086) of the 20 federal lobbying services invoices submitted for payment during 2016 and 2017, the invoice only indicated a total dollar amount for "current professional services." The invoices did not provide dates of hours worked, cost per hour, services performed, or expenses incurred. Only one invoice submitted included more than just "current professional services." The invoice for July 2016 included travel expenses of \$12,910, and summarized airfare, lodging, meals, and out-of-pocket expenses for county officials and employees of the firm for trips taken. Concerns about the appropriateness and transparency of these employee travel expenses and similar ones are discussed in the next section.

In addition, while the contract for the year ended December 31, 2016, indicated the firm "shall be responsible for all of the expenses of its work under this agreement and costs relating to educational and fact-finding activities engaged in by County officials pursuant to the goals of the scope of work;" it did not require the firm to submit any documentation of the costs relating to the activities engaged in by county officials or require their travel expenses to comply with county policy. It is not clear why only the 2016 contract included this wording. See Appendix C for the federal lobbying contracts and amendments from 2011 to 2017.

Transparency of travel expenses

Besides the \$12,910 discussed previously, additional travel expenses of county employees and officials totaling \$149,796 are questionable and were not transparent. All of these travel expenses were (1) not paid directly by the county and were instead paid by the federal lobbying law firm, (2) paid through the monthly invoices as "current professional services," and not listed



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as expenses, (3) improperly recorded in the county's financial system as professional services, instead of travel, and (4) not provided to the audit staff when requested. The purpose or necessity of these travel expenses was also not always documented, and most of these travel costs for county management and officials were excessive and not obtained in compliance with county policy.

The engagement letter issued by the firm to the county on April 30, 2010, indicated "The firm prefers that you pay directly any significant outside expense items related to your work and, when possible, we will direct such expenses to you for payment. Therefore, we often ask our vendors to bill our clients directly rather than having us incur the expense and then including the amount on our statement."

Audit staff requested the county to provide supporting documentation for all payments made to the federal lobbying law firm from 2011 to 2017 on February 6, 2019, and July 18, 2019. They also asked for specific information pertaining to travel expenses of the former Chief Economic Development Officer on August 26, 2019. However, the county did not provide this information until August 20, 21, and 24, 2020, when we received a summary of travel expenses. The summary listed professional services expenses totaling \$149,796 paid by the firm during the period of June 2010 through April 2016.

The summary showed airfare, lodging, meals, seminar registration fees, and out-of-pocket expenses for various county management employees and officials were paid by the firm and billed to the county as "current professional services." Travel expenses were incurred for the following individuals: the former County Executive, the current County Executive, the former Chief Economic Development Officer, the Director of Economic Development, the Director of Public Works, the Director of Communications, the former Director of Assessment, a former Development Manager, a Program Manager of the Rock Island Rail Corridor, a former Development Incentive Administrator, 2 former Incentive Specialists of the Economic Development department, a Senior Advisor of the Engineering department, a Director of Transportation Planning for the Mid-America Regional Council, and employees of the firm for trips to Washington D.C., Denver, Omaha, Portland, Los Angeles, Seattle, Salt Lake City, Austin/Dallas, Oklahoma City, Columbia, Independence, and St. Louis.

The Chief of Staff told us on August 19, 2020, that sometime in 2016, the county became aware of the travel costs of county employees and requested the firm to discontinue paying these travel costs and provide supporting documentation of past travel costs incurred. It is unclear why this documentation was not provided to audit staff sooner.



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In addition, the purpose or necessity of these travel expenses was not always documented, and some of these travel costs for county management and officials was likely excessive and not obtained in compliance with county policy (see MAR finding number 3.2). For example:

- The former Chief Economic Development Officer, the Director of Economic Development, and a former Tax Incentive Specialist of the Economic Development department attended conferences in August 2015 in St. Louis and incurred hotel costs (\$329 per night) exceeding federal per diem rates by \$1,284 or (\$214 per night per person).
- The former County Executive, the former Chief Economic Development Officer, and Director of Economic Development traveled to Washington D.C. in May 2015, and incurred hotel costs (\$512, \$554, and \$499, respectively per night) exceeding federal per diem rates by \$878 or (an average of \$292.66 per night per person).
- The former Chief Economic Development Officer and another former Tax Incentive Specialist of the Economic Development department traveled to Dallas in March 2016, and incurred hotel costs (\$565 per night) exceeding federal per diem rates by \$854 or (\$427 per night per person).
- At a conference in Dallas in October 2015, the former Chief Economic Development Officer, Director of Economic Development, and former Development Incentive Administrator of the Economic Development department, incurred hotel costs (an average of \$294.50 per night) that exceeded the federal per diem rate by \$1,436 or \$159.50 per night.
- Additional travel costs were also incurred for pool service, room service meals, valet parking, and hotel gift shop charges that may not have been in compliance with county policy.

As a result, the county has no assurance these travel costs were obtained in compliance with county policy or were reasonable. The lack of transparency surrounding these contracts and the related payments is concerning.

State lobbying services

The county has contracted with the same state lobbyist for 12 years, and paid this lobbyist \$620,800 from 2007 to 2018.

Procurement

These services were solicited in 2007, and while the contract has been renewed annually and approved by the County Legislature, it has never been



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resolicited and formally evaluated. The county paid this lobbyist for state lobbying services during 2007 through 2018 as follows:

Year	Amount Paid
2007	\$ 20,000
2008	28,300
2009	25,000
2010	25,000
2011	35,000
2012	35,000
2013	35,000
2014	45,000
2015	50,000
2016	107,500 (1)
2017	107,500 (1)
2018	107,500 (1)
Total	\$ 620,800

(1) Contracts provided for the lobbyist to pay subcontractors \$47,500.

Given the significant increase of the annual contracted amounts, consideration should be given to requiring the professional service selection process to be repeated more frequently.

Contract timeliness

The county did not timely enter into a written contract with this lobbyist for services provided for the first 2 months of 2018. The contract was entered into on February 23, 2018. The contract indicated "The term of this Agreement shall be effective as of January 1, 2018, and extend until December 31, 2018." The contract provided for the lobbyist to bill the county at a rate of \$8,958 monthly for its services. The county was billed \$17,916 on February 27, 2018, for services provided the first 2 months of 2018.

Legal services

Improvements are needed over legal fees paid by the county.

As previously discussed, between 2011 and 2017 the county did not solicit proposals for various legal services. The county had 25 contracts with the federal lobbying law firm and paid the firm \$1,031,864 for legal services during this period. Eighteen of these contracts were amendments to previous contracts at significant additional costs to the county. These legal services related to various asbestos litigation cases, the formation of a railway company, the right-of-way maintenance and management of the Rock Island Rail Corridor, labor matters, county facility issues, and a health and welfare plan. In addition, the county entered into some of these contracts after services had already been provided and billed by the law firm. For example:



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- The county entered into a contract for the right-of-way maintenance and management of the Rock Island Rail Corridor after almost half the services had already been provided. The contract indicated the firm would "bill a fee not to exceed \$30,000, together with reasonable expenses not to exceed \$2,500. This fee shall include costs of \$14,001 for work on ROW [Right-of-Way] Agreements previously charged to another matter, but not submitted to 'the County'."
- The county was invoiced \$6,930 on September 10, 2016, and \$10,929 on October 10, 2016, for asbestos litigation services prior to the related contract being signed on October 28, 2016.

Procurement of other legal services

The county also did not solicit proposals for some other legal services provided by other law firms totaling \$970,190 during the years ended December 31, 2017, and 2018, as follows:

Service Provided	Amount
Litigation of employment discrimination case	\$ 301,870
Litigation of employment discrimination case	235,749
Litigation of cases regarding the condition of the detention center	178,662
Legal advisor to the County Legislature	156,146
Negotiations for the acquisition of real estate for commuter corridor project	97,763
Total	\$ 970,190

While the county solicited requests for statements of qualifications and interest (RFQ) from law firms in December 2016, some of the contracts for legal services were for existing engagements that had been amended several times at significant additional costs to the county. In addition, 3 of the law firms provided no response to the RFQ.

One of the contracts involving litigation of employment discrimination services costing \$301,870 had been amended 7 times since February 2016 increasing the contract value from \$19,995 to approximately \$393,000. The other contract involving litigation of employment discrimination services costing \$235,749 had been amended 9 times since September 2015 increasing the contract value from \$50,000 to approximately \$352,000. Also, the contract involving the negotiations for the acquisition of real estate for the commuter corridor project had been amended 9 times since March 2013 increasing the contract value from \$20,000 to approximately \$544,000.

Contract/contract amendment timeliness

The county did not timely enter into or amend some of these contracts for legal services with other law firms.

- The county was billed \$40,086 on May 31, 2018, for legal services (relating to county officeholders' exercise of power) provided by a law



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firm prior to the related contract being signed on August 20, 2018. The county subsequently paid for these services on August 30, 2018.

- The county was billed \$5,621 on November 30, 2017, and \$1,202 on December 22, 2017, totaling \$6,823 for legal services (relating to county officeholders' exercise of power) provided by another law firm from November 9, 2017, through December 13, 2017, prior to the related contract being signed on December 14, 2017. The county subsequently paid for these services on December 28, 2017.
- The county was billed \$101,911 on July 31, 2017, for legal services (relating to an employment discrimination case) provided from April 4, 2017, through June 30, 2017, prior to the related contract amendment being signed on October 3, 2017. The county subsequently paid for these services on October 5, 2017.
- The county was billed \$61,304 on April 30, 2018, for legal services (relating to another employment discrimination case) provided prior to the related contract amendment being signed on May 22, 2018. The county subsequently paid for these services on May 31, 2018.
- The county was billed \$78,608 for legal services (related to providing a legal advisor to the County Legislature) provided prior to the related contract amendment being signed. The county was billed \$20,557 on June 19, 2018, \$38,480 on September 17, 2018, \$11,929 on September 19, 2018, and \$7,642 on October 11, 2018, for services provided from March 2018 to September 2018. A contract amendment was signed by the County Legislature on October 24, 2018, at the time it was provided by the former County Counselor, to increase the contract amount from \$75,000 to \$171,000; however, \$153,608 in services had already been provided. The county paid this firm \$78,608 on October 25, 2018.

Supporting documentation

An invoice (totaling \$40,086) submitted by a law firm providing legal services related to Community Backed Anti-Crime Tax (COMBAT) Administration only indicated "Total Incurred to Date" and a total dollar amount; providing no description of services performed, date of hours worked, the hours worked, an hourly rate, or an itemized list of expenses incurred. The county paid this law firm \$57,427 during 2018.

Employment complaint  
investigative services

The county also has not solicited proposals for employment complaint investigative services. The county paid one vendor \$49,533 and another vendor \$52,887 for these services in 2017 and 2018.

In addition, the county did not timely enter into written contracts with those vendors for these services. The county was billed \$29,488 for services provided by one vendor from January 1, 2018, to January 31, 2018, prior to



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the contract being signed on March 1, 2018. The county subsequently paid for these services on March 15, 2018. The county was billed \$6,504 for services provided by another vendor from May 12, 2018, through May 25, 2018, prior to the contract being signed on June 7, 2018. The county subsequently paid for these services on June 14, 2018.

## Conclusion

Article III, Section 6.2 of the county charter requires all professional services contracts over \$5,000, except in emergency situations, be selected through a competitive process, and Section 67.2555, RSMo, also requires competitive bidding for any expenditure greater than \$25,000. Further, soliciting proposals for professional services is a good business practice, and county officials should periodically evaluate the services provided to ensure they are acceptable to justify continuation. Clear, detailed and timely written contracts are necessary to ensure all parties are aware of their duties and responsibilities, prevent misunderstandings, and ensure county money is used appropriately and effectively. Also, closely monitoring compliance with contract terms is important to ensure county resources and assets are used wisely. Section 432.070, RSMo, provides that no county shall enter into a contract unless the contract is ". . . in writing and dated when made . . ." To ensure prudent and proper use of county funds, payments should only be approved when adequate supporting documentation is submitted. Only by receiving detailed supporting documentation can the county ensure invoices for payment of professional services are legitimate and accurate, and comply with county disbursement policies.

## 1.2 Former County Executive consulting contract

The former County Counselor did not solicit proposals for the consulting contract with the former County Executive (see Appendix E) or seek approval from the County Legislature (if the contract was considered sole source) in compliance with the county code.

The former County Counselor entered into a contract with the former County Executive in January 2016 to "make himself available to consult with the County, . . . on an as-needed basis regarding matters within the usual scope of his employment as of December 31, 2015, including transition of his responsibilities. However, the parties agree that nothing in this Agreement shall obligate the County to utilize Sander's services." The contract required compensation to be "payable regardless of whether the County utilizes Sanders services" and provided for payments of \$10,000 per month to be made for 6 months.

On January 25, 2016, the former County Counselor sent a letter to the former County Executive clarifying the contract, indicating the former County Executive would "be an important part of the legal team and the negotiating team as we move toward closing the transaction [Rock Island Rail Corridor (RIRC) project] and finalizing the relationship with the KCATA [Kansas City Area Transportation Authority]." The letter further indicated "There is also





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litigation that developed while you served as County Executive. You are a witness with regard to some of that litigation. I look forward to working with you and the counsel assigned to handle those cases as those cases move toward resolution."

The Chief Deputy County Counselor indicated this contract was executed and enforced by former county employees, but he had "no reason to believe that Mr. Sanders [former County Executive] did not fulfill the role described in the letter . . ."

Procurement and/or Legislative approval

The former County Counselor did not solicit proposals for these services or seek approval from the County Legislature (if the contract was considered sole source) in compliance with the county code.

Article III, Section 6.2 of the county charter provides for professional service contracts over \$5,000, except in emergency situations, be selected through a competitive process, and Section 67.2555, RSMo, also requires competitive bidding for any expenditure greater than \$25,000. Section 1030.1 of the county code states "Competitive bidding shall not be required when the items to be purchased can be obtained from only one source. Before a purchase is made pursuant to this subsection which has a purchase price of over twenty-five thousand dollars (\$25,000), the Director of Finance and Purchasing shall submit said purchase to the County Legislature for approval and the purchase shall only be effective upon legislative approval. In the recommendation to the Legislature, the director shall set out the reason for the decision not to seek competitive bids."

Supporting documentation

The former County Executive did not submit an invoice to the county for the first \$10,000 monthly payment made on January 21, 2016. In addition, 5 invoices submitted by a law firm for the former County Executive (see Appendix D) during February 2016 through June 2016, only listed the amount due (\$10,000) and indicated "For professional services rendered." The invoices did not provide dates of hours worked or the services performed. Four of these invoices (February 2016 through May 2016) directed the county to make the check payable to the former County Executive, and the last invoice (June 2016) directed the county to make the check payable to the law firm.

It is unclear what if any value the county received from this contractual agreement or why it was necessary. Clear and detailed written contracts are necessary to ensure all parties are aware of their duties and responsibilities, prevent misunderstandings, and ensure county money is spent appropriately and effectively.

### 1.3 Annual purchasing report

The Director of Finance and Purchasing has not prepared an annual purchasing report required by the county code to ensure compliance with



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bidding requirements. When we asked the Director of Finance and Purchasing when this report had been prepared, he indicated, "We are not aware of a specific singular Annual Purchase Report having been requested or generated." If this report had been prepared, the concerns discussed in this finding may have been brought to the attention of the County Executive and County Legislature earlier and corrective action possibly taken.

Chapter 10, Section 1001.6, of county code indicates "In February of each year the Director of Finance and Purchasing shall provide a performance-based annual report regarding formal competitive bids to the County Executive and the County Legislature. This report will describe procedures in place to ensure compliance with section 1054." Section 1054 of county code describes procedures for formal bid opening, recording, evaluation, analysis, recommendation, and award.

## Recommendations

The County Legislature and County Executive:

- 1.1 Ensure professional services are properly solicited and periodically formally evaluated; enter into clear, detailed, and timely written contracts; establish procedures to properly monitor contract requirements; and ensure invoices received are adequately detailed to support the county's review.
- 1.2 Ensure professional services are properly solicited or if sole source, are approved by the County Legislature. In addition, county officials should enter into clear and detailed written contracts that ensure county money is spent appropriately and effectively.
- 1.3 Ensure the Director of Finance and Purchasing prepares an annual purchasing report in compliance with county code.

## Auditee's Response

*The County Legislature provided a written response. See Appendix F.*

*The County Executive provided a written response. See Appendix G.*

## 2. Other Expenditures

County expenditure, procurement, and contracting procedures and practices need improvement. In addition to the expenditures tested in MAR finding number 1, we tested 62 expenditures totaling approximately \$2.1 million for the 3 years ended December 31, 2018.

### 2.1 Allocation

The county has not established adequate procedures to ensure expenditures were properly allocated or expended only for intended purposes.

#### Federal lobbying services

The county did not document the reason some of the costs of federal lobbying services for the Rock Island Rail Corridor were allocated from the Health Fund.



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During 2017, county management allocated \$24,750 of the \$150,000 paid for federal lobbying services for the Rock Island Rail Corridor to the Health Fund. The remaining \$125,250 came from the Special Road and Bridge Fund (\$100,500) and the Park Fund (\$24,750). County management maintained no documentation explaining why the Health Fund was responsible for any of the costs or how they determined the costs allocated to each fund. According to notations made on each contract by the Finance and Purchasing department, lobbying services were paid from the General Fund and/or the Special Road and Bridge Fund during 2011 through 2016.

State lobbying services

The allocation of costs of state lobbying services was not adequately supported and not reasonable, and county management maintained no documentation explaining why the costs were allocated to these funds.

- During 2017 and 2018, state lobbying services (noted in MAR finding number 1) costing \$107,500 annually were allocated to 5 county funds, including \$47,849 (General Fund), \$34,815 (Health Fund), \$10,798 (Special Road and Bridge Fund), \$9,908 (Park Fund), and \$4,130 (Assessment Fund).
- During 2016 and 2017, lobbying contracts signed by the current County Executive, for services totaling \$80,500, were allocated to 5 county funds, including \$40,320 (General Fund), \$8,375 (Health Fund), \$16,775 (Special Road and Bridge Fund), \$10,060 (Park Fund), and \$4,970 (Assessment Fund). County management maintained no documentation explaining why the amount allocated differed from year to year. The county allocated 24 percent of these costs to the Special Road and Bridge Fund in 2016 and 17 percent in 2017.
- During 2016 and 2017, additional lobbying services contracts signed by the former or current County Executive, totaling \$282,000, were allocated to 5 county funds, including \$141,000 (General Fund), \$28,200 (Health Fund), \$81,780 (Special Road and Bridge Fund), \$22,560 (Park Fund), and \$8,460 (Assessment Fund).

Other professional services

The allocation of costs of other professional services was not adequately supported and not reasonable, and county management maintained no documentation explaining why the costs were allocated to these funds.

- Legal services costing \$34,310, related to county officeholders' exercise of power, were allocated to the Health Fund in 2018.
- During 2016 and 2017, consulting services totaling \$56,695 related to human resources and organizational development were allocated to 4 funds, including \$34,023 (General Fund), \$5,669 (Health Fund), \$8,501 (Special Road and Bridge Fund), and \$8,502 (Park Fund).



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- During 2018, consulting services totaling \$285,000 related to the criminal justice system feasibility study and master plan were allocated to 3 funds, including \$210,900 (General Fund), \$37,050 (Health Fund), and \$37,050 (COMBAT Fund).
- Audit costs totaling \$4,950 incurred each year for "the Schedule of Employer Allocations related to the Jackson County Revised Pension Plan," were inconsistently allocated to various county funds. County management maintained no documentation explaining why the amounts allocated differed from year to year.

Sheriff's office expenses

The county and the Sheriff's office inappropriately paid \$16,013 of Sheriff's office expenses from the Special Road and Bridge Fund during the 3 years ended December 31, 2018. These expenses did not relate to highway patrol functions and included \$8,052 for employee travel and expenses, \$6,547 for Christmas parties (see section 2.5), and \$1,414 for tuition reimbursements to a former Sheriff's office employee for a health and wellness course and various tuition-related fees.

Applicable county officials maintained no documentation explaining why the county charged these expenditures to the Special Road and Bridge Fund. Personnel in the County Counselor's office indicated the office has periodically provided guidance regarding the use of the Special Road and Bridge Fund. The guidance has advised county officials that a proposed expenditure of the Sheriff's office "must have a reasonable nexus to the 'highway patrol' functions of the office."

Prior to 2019, the county annually budgeted a significant portion of the Sheriff's office expenditures, including payroll, to be paid from the Special Road and Bridge Fund. For example, of the \$10.2 million in Sheriff's office expenditures in 2018, \$9.1 million were paid from the Special Road and Bridge Fund. In 2019, all of these expenses were moved to the General Fund. Findings and recommendations regarding county budgets and allocation of payroll will be included in subsequent audit reports.

Section 137.555, RSMo, restricts the use of the Special Road and Bridge Fund to disbursements for road and bridge purposes only.

Conclusion

To ensure restricted money is used for its intended purpose, the allocation of expenditures to county funds should occur only for allowable and specific purposes and reasons for the allocation should be adequately documented. The proper allocation of expenses is necessary to accurately determine the results of operations of specific activities, thus enabling the county to establish the level of taxation necessary to meet all operating costs.



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## 2.2 Contract timeliness

As similarly noted in MAR finding number 1, the county did not always timely enter into written contracts. The county was billed \$35,625 for services provided (related to the MyARTS program) for the first 3 months of 2016, prior to the contract being signed on March 14, 2016. The county subsequently paid for these services on March 16, 2016.

On March 14, 2016, the county signed a cooperative agreement with a company for the "MyARTS program which provides youth with apprenticeship training followed by a part-time paid entrepreneurial position in which the youth produce a marketable arts product." The term of the contract was from January through December 2016, at \$11,875 monthly for a total cost of \$142,500.

Section 432.070, RSMo, provides that no county shall enter into a contract unless the contract is "dated when made." Clear, detailed, and timely written contracts are necessary to ensure all parties are aware of the services to be performed and the compensation to be paid for the services.

## 2.3 Supporting documentation

As similarly noted in MAR finding number 1, the county did not require invoices submitted to provide sufficient documentation of the details of the services provided and expenses billed to the county, limiting the county's ability to review them for reasonableness, compliance with bids/contracts, and accuracy.

- The county could not provide an invoice to support payment for consulting work related to the criminal justice system feasibility study and master plan. As a result, it is unclear what services were performed or expenses incurred. While we reviewed only one payment totaling \$34,654, the county paid this consultant \$285,000 during 2018.
- Invoices for doors and restroom partitions did not include an itemized cost of the items purchased and work completed. The 3 invoices totaling \$167,602 we reviewed only listed a total dollar amount for "furnish and install." While there was a description of items purchased included on the invoice, prices of "\$0.00" and discounts of "\$0.00" were listed for each item. Because of the lack of detail included on the invoice, we could not verify the costs complied with the applicable bid and contract. As a result, the Finance and Purchasing department also would not have been able to ensure contract compliance. While we only reviewed these 3 invoices, the county paid this vendor \$418,655 during 2017 and 2018.
- The Finance and Purchasing department did not retain documentation indicating how the bulk unit price listed on a fuel invoice dated February 6, 2017, totaling \$14,236 was in compliance with the related fuel contract. While we only reviewed one invoice, the county paid this vendor \$1,415,197 during 2017 and 2018.



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- Fuel card statements for purchases of fuel for the Sheriff's office are not itemized. The November 2017 fuel card statement only indicated \$1,969 for current fuel card purchases and \$3,238 for prior period fuel card purchases. There was no documentation the summary fuel card statement was reconciled to itemized fuel receipts or an itemized fuel card statement or mileage logs. While we only reviewed one invoice, the county paid this vendor \$261,001 during 2017 and 2018 for fuel card purchases made by various county offices/departments.
- Invoices for Sheriff's prisoner transportation services were not adequately detailed to ensure contract compliance. Our review of a \$6,586 payment to the prisoner transportation service provider in September 2017 included separate invoices for transportation of each prisoner; however, the invoices only showed a total dollar amount due, the name of the prisoner, the pickup and drop off location. The invoices do not provide any documentation of the number of miles driven or the rate per mile. While we only reviewed one payment, the county paid this vendor \$203,345 during 2017 and 2018 for Sheriff prisoner transportation services.
- An invoice submitted by a consultant performing human resources and organizational development services only indicated "payment for contract services RFP NO. 32-14 - Human Resources Services." The invoice provided no description of services performed, dates of hours worked, or an itemized list of expenses incurred. While we reviewed only one invoice totaling \$3,335, the county paid this consultant \$56,695 during 2016 and 2017.
- An invoice submitted by another consultant performing county lobbying services, related to a contract signed by the current County Executive, only indicated "Services." The invoice provided no description of services performed, dates of hours worked, or an itemized list of expenses incurred. While we reviewed only one invoice totaling \$3,500, the county paid this consultant \$80,500 during 2016 and 2017.
- An invoice submitted by a different consultant providing county lobbying services, related to a contract signed by the current County Executive, only indicated \$9,250 was due for "professional fees - legislative consulting agreement" and \$2,500 was due "for additional consultant." The invoice provided no description of services performed, dates of hours worked, or an itemized list of expenses incurred. While we reviewed only one invoice totaling \$11,750, the county paid this consultant \$282,000 during 2016 and 2017.

To ensure prudent and proper use of county funds, requests for payments should only be approved when adequate supporting documentation is



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submitted with the requests. Only by receiving detailed supporting documentation for payments can the county ensure the amounts claimed for payment are legitimate, accurate, and comply with county disbursement policies and contract provisions.

## 2.4 Fuel use

The county lacks adequate controls and procedures to account for fuel used compared to bulk fuel purchased. During the 2 years ended December 31, 2018, the county purchased approximately \$843,000 in fuel for the use/sale by the Parks and Recreation department and the Sheriff's office. Two bulk tanks are maintained at each of the 6 fueling locations. A diesel tank and an unleaded tank are maintained at 3 locations for use by the Parks and Recreation department and the Sheriff's office, and 2 unleaded tanks are maintained at 3 other locations for the resale of marina fuel.

At one of the 3 locations used by the Parks and Recreation department and the Sheriff's office, a personal identification number (PIN), the vehicle license number, the date, amount of fuel pumped, and mileage of the vehicle is recorded in an electronic fueling system. At the other 2 locations, this same information is manually recorded and then manually entered into the electronic fueling system after fuel reports are reconciled to fuel tickets. According to Parks and Recreation supervisors, reports of fuel pumped are reviewed for unusual fuel usage and investigated, however, the Parks and Recreation Superintendent indicated a formal reconciliation of fuel use to bulk fuel purchases is not prepared.

Procedures for reconciling fuel usage to bulk fuel purchased are necessary to prevent paying vendors for improper amounts and decrease the risk of loss, theft, or misuse of fuel occurring and going undetected.

## 2.5 Christmas parties

The Sheriff's office spent \$9,069 for Christmas parties held in 2017 and 2018, that was not a prudent, reasonable, or a necessary use of county funds. In addition, a list of attendees was not maintained for these parties, the business purpose/benefit to the county was not documented, and the related invoices were not approved by the Sheriff or another official prior to payment.

The cost of the 2017 Christmas party, held by the former Sheriff, was \$5,487. One vendor handled all of the party costs and no bids were obtained as required by the county code for purchases exceeding \$5,000. Also, \$2,965 of the 2017 party and \$3,582 of the 2018 party was inappropriately paid from the Special Road and Bridge Fund (see section 2.1). The 2017 Christmas party included 125 meals at \$32 each (prime rib \$22, lobster \$6, and fried shrimp \$4); a \$800 service charge on the food, \$300 for a DJ, \$195 for servers, a \$75 bartender fee, and \$117 for napkins and tablecloths. The 2018 Christmas party, held by the current Sheriff, included 130 meals at \$19 each, a \$494 service charge on the food, \$300 for a DJ, \$210 for servers, and \$108 for napkins and tablecloths.





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Taxpayers have placed a fiduciary trust in the county to spend public funds only on items necessary and beneficial to the county. These expenditures are not a necessary use of county resources. In addition, Chapter 10, Section 1040, of county code indicates informal competitive bidding is required for purchases between \$5,000 and \$25,000. Informal competitive bidding includes soliciting at least 3 bids from vendors through informal means (e.g., telephone, media, bulletin board posting, etc.).

## 2.6 Late fees and finance charges

The county has not established adequate procedures to ensure the Prosecuting Attorney's office credit card bills are paid timely. Our review of the office's credit card disbursements for 2017 and 2018 showed assessment of late fees of \$273 and finance charges of \$508. To prevent unnecessary late fees and finance charges, procedures should be in place to ensure office credit card bills are paid timely.

## Recommendations

The County Legislature and County Executive:

- 2.1 Ensure costs are allocated from the appropriate funds, and supported by adequate documentation, which is retained. The County Legislature and County Executive should also reimburse the Special Road and Bridge Fund for costs inappropriately paid from that fund, determine if additional reimbursement is necessary, and ensure all future expenditures from the Special Road and Bridge Fund comply with state law.
- 2.2 Enter into timely written contracts with vendors.
- 2.3 Ensure adequate supporting documentation is submitted and maintained to support payment of all expenditures.
- 2.4 Document reconciliations of fuel usage to fuel purchases. Any significant discrepancies should be promptly investigated.
- 2.5 Discontinue paying for Christmas parties, and ensure all disbursements are necessary and prudent use of public funds.
- 2.6 Ensure credit card bills are paid timely to avoid late fees and finance charges.

## Auditee's Response

*The County Legislature provided a written response. See Appendix F.*

*The County Executive provided a written response. See Appendix G.*



### 3. Travel Expenditures

Our review of travel expenditures identified several concerns. Travel expenditures total approximately \$840,000 for the 3 years ended December 31, 2018.

Administrative Policy 12-01, Section IV, indicates "A travel advance is not required; however, if the employee desires an advance prior to travel, a Travel Advance Request (TAR) form must be completed and approved by the appropriate supervisor and Department Director prior to the travel occurring. The TAR should be submitted along with documentation explaining the purpose of the trip, including detailed conference advertisements, seminar schedules or letters pertaining to the meeting." TAR forms require the employee, the employee's department head, the county's Chief Operating Officer, the Director of Finance and Purchasing, and the Budget Administrator to sign the form to indicate their review and approval of the travel advance.

This policy also indicates, "The employee may upfront the costs of the trip; however, the same documentation is required for reimbursement. For reimbursement, a Travel Expense Form (TEF) should be completed by the employee. Employees should submit a reconciliation of their actual travel expenses with appropriate documentation within two weeks of returning from business travel." The TEF requires the employee, the employee's department head, the Division Chief/Manager, the Director of Finance and Purchasing, and the Budget Administrator to sign the form to indicate their review and approval of the travel expense reimbursement.

#### 3.1 Travel advances and expenses

An adequate review of TEFs and supporting documentation was not always performed. As a result, some employees received reimbursement for travel expenses not in compliance with county policy or not actually incurred. In addition, management did not attempt to recover lodging costs charged to the county's credit card by the former Sheriff, when he failed to cancel his hotel reservation. Employees did not always submit TEFs timely and sometimes failed to submit them. Supervisors did not always approve submitted TEFs.

- The former Sheriff improperly claimed and received reimbursement of \$376 of travel expenses, including \$330 of travel expenses for a trip taken in April 2017 to Jefferson City, where adequate documentation (detailed conference advertisements and seminar schedules) was not provided, and \$46 in per diems claimed when meals were provided at a conference in August 2016. In addition, the former Sheriff reserved a hotel room costing \$126 in February 2017, using the county's credit card and did not show up or cancel the reservation, and the county subsequently paid these costs.
- A former employee was improperly reimbursed \$285 for a 6 night stay in New Orleans. The costs included improper reimbursement of \$208



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(approximately \$35 a night) for a room upgrade without documenting the reason for the upgrade, a \$28 per diem claimed when a meal was provided at the conference, \$39 of taxes and fees charged on days when a rental car<sup>3</sup> was only used for personal travel (the base rental car rate for days of personal travel was not claimed for reimbursement), and \$10 for rental car fuel (no supporting documentation submitted for the expense).

- Another employee improperly claimed and received reimbursement of \$228 of travel expenses related to a trip taken to Las Vegas in September 2016, including \$200 of lodging costs refunded to the employee's personal credit card on his last day of stay according to the hotel invoice, and a \$28 per diem claimed when a meal was provided at the conference. The employee did not submit the portion of his personal credit card statement reflecting the \$200 refund of lodging costs, and he also did not submit his TEF and supporting documentation within 2 weeks of returning from the trip.
- Four other employees were reimbursed meal per diems for different trips totaling \$77 in excess of county policy. In these instances, the county reimbursed the employee the full meal per diem rate on the first or last day of the trip, when rates are reduced on these days.
- The former Chief of Staff failed to submit TEFs for 4 of 6 expense reimbursements, from September 2015 through December 2016, reviewed, totaling \$318. In addition, he submitted no documentation for part (\$47) of one reimbursement without a TEF submitted. In addition, one of the 2 TEFs submitted did not have approval signatures.

We also noted several other concerns with travel expenses charged to the county credit card by the former Chief of Staff, including unsupported, non-allowed, and questionable travel expenses.

For example, our review of 5 trips made by the former Chief of Staff in 2016 noted missing invoices for hotel charges (\$1,198) for a February 2016 trip to Washington D.C., and rental car charges (\$179) for an April 2016 trip to Portland. In addition, we noted excessive room service meal charges during the trip to Portland (\$130 for 4 meals), as well as trips to Phoenix (\$88) and Dallas (\$75). Also, we noted valet parking charges, which are specifically prohibited by Administrative Policy 12-01, Section VIII, for trips to Portland (\$123), Phoenix (\$116), and San Francisco (\$198). In addition, in-room movie rental charges (\$19) during the San Francisco trip appear questionable.

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<sup>3</sup> The rental car was used some days for business travel and other days for personal travel during the trip.



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- The Director of Finance and Purchasing did not submit a TEF and supporting documentation within 2 weeks of returning from business travel for a trip taken in September 16, 2018.

Administrative Policy 12-01, Section VII, indicates meal and incidental expenses are paid based on federal per diems, and "The County will not reimburse per diem for meals included in the registration fee, and the appropriate allotment for the meal will be deducted from the per diem." Administrative Policy 12-01, Section VI, indicates "The County will pay for lodging accommodations for the nights the employee is on County business, based on travel days. Lodging generally includes the single-occupancy cost of the room and any applicable taxes and charges at the meeting and/or conference event location." Administrative Policy 12-01, Section V, indicates "In the event that a rental car is approved, the County . . . will reimburse the employee for gasoline purchases with receipts." Administrative Policy 12-01, Section VIII, specifically prohibits expenses for valet parking and personal entertainment.

### 3.2 Travel policies

Improvement is needed in the county's travel policies to ensure employee travel costs are obtained in the most economical manner in accordance with the purpose of Administrative Policy 12-01.

Administrative Policy 12-01, Section I, states "As a general rule, employees should take advantage of training, professional development opportunities, or off-site business meetings in the most economical manner for the County." Section VI, indicates "In the case that the event is not being held at a conference center hotel, employees should use discretion in choosing an economical lodging option."

- During our review of travel expenditures, we noted instances where price comparisons or other procedures performed were not documented when an event was not at a conference hotel to ensure the most economical lodging option was chosen. As a result, the county paid excessive lodging costs.

For example, the former Sheriff attended a conference in Philadelphia in October 2017, obtained lodging at a location separate from the conference, and incurred hotel costs exceeding federal per diem rates by \$930 or \$310 per night. The cost of the former Sheriff's hotel room was \$524 per night.

The former Chief of Staff similarly attended conferences in 2016 and incurred hotel costs exceeding federal per diem rates. At a conference in Portland in April 2016, hotel costs (\$329 per night) exceeded the federal per diem rate by \$534 or \$178 per night. At a conference in Phoenix in



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June 2016, hotel costs (\$149 per night ) exceeded the federal per diem rate by \$240 or \$60 per night.

No explanation was documented for the higher lodging costs.

In addition, current travel policies do not require employees to use federal per diem rates to limit lodging costs when the event is not at a conference hotel. In cities where multiple hotels or motels are located, lodging can often be procured at rates less than federal per diem rates.

In comparison to county policies, the state of Missouri Office of Administration's policy SP-6 III (C) requires that "In areas where comparable accommodations are available at significantly different prices you should seek prior approval before selecting higher priced lodging and document the reason(s) for selecting the higher priced lodging. Key issues that determine hotel acceptability to the State include accountability, transparency, price, safety, convenience, ease of booking and payment, oversight and issue resolution." The state's travel portal lists the federal per diem for lodging to be used as a benchmark when evaluating lodging costs in specific areas. Procedures requiring performing price comparisons and ensuring rates do not exceed federal per diems for lodging are necessary to demonstrate compliance with county policies to ensure the most economical lodging option when an event was not at a conference hotel is chosen. Documentation should also be maintained to support any lodging expenses exceeding federal per diem rates.

- Current county travel policies do not require employees to purchase airline tickets well in advance of the expected travel to obtain better rates. For example, a County Assessor's office employee purchased airline tickets costing \$974 only 6 days prior to travel for non-stop flights between Kansas City and Las Vegas departing on Sunday, September 18, 2016, and returning Thursday, September 22, 2016. In addition, the former Chief of Staff purchased airline tickets costing \$1,148 only 7 days prior to travel for non-stop flights between Kansas City and Portland departing on Wednesday, April 13, 2016, and returning Saturday, April 16, 2016. According to the Bureau of Transportation Statistics domestic airfares averaged \$345 from Kansas City, \$223 from Las Vegas, and \$313 from Portland during the third quarter of 2016.<sup>4</sup>

<sup>4</sup> <https://www.transtats.bts.gov/AIRFARES/>

Average fares are based on the total ticket value, which consists of the price charged by the airlines plus any additional taxes and fees levied by an outside entity at the time of purchase. Fares include only the price paid at the time of the ticket purchase and do not include fees for optional services, such as baggage fees. Averages do not include frequent-flyer or "zero fares."



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In comparison to county policy, the state of Missouri Office of Administration policy SP-6 III (B) requires the lowest reasonable logical airfare should be obtained at least 21 days in advance of travel, and the reason documented when this is not possible.

## Recommendations

The County Legislature and County Executive:

- 3.1 Ensure an adequate review of travel advances and expenses is performed; and seek reimbursement from employees for (1) expenses claimed and reimbursed in violation of county policy, (2) expenses not incurred, and (3) lodging costs charged to the county's credit card, for canceled reservations. The County Legislature and County Executive should also ensure all employees comply with established travel policies.
- 3.2 Consider revisions to current travel policies to include documentation of price comparisons of lodging costs when an event was not at a conference hotel and requirements for the timely purchase of airline tickets to obtain better rates.

## Auditee's Response

*The County Legislature provided a written response. See Appendix F.*

*The County Executive provided a written response. See Appendix G.*

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# Jackson County

## No-Bid Contracts and Other Expenditures

## Organization and Statistical Information

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Jackson County voters adopted a Constitutional Home Rule Charter in 1970. Prior to the new charter, Jackson County government was governed by a three-seat legislative body called the "Jackson County Court." From January 1973 through December 1986 the County Legislature consisted of 15 members elected by the voters from 11 districts and 4 districts-at-large. Beginning January 1987, the County Legislature has consisted of 9 members, elected by the voters from 6 districts and 3 districts-at-large. County Legislators are elected to 4-year terms. The Charter also established positions of the County Executive, Prosecuting Attorney, and Sheriff who are also elected by the voters to 4-year terms.

The Charter provides for a separation of the legislative and executive functions. The County Legislature is given broad legislative power, introducing and enacting all county resolutions and ordinances. The County Executive oversees the day-to-day operations of the county government and has the power to appoint administrative officers and directors to head up various departments.

In addition, county operations include more than 20 boards and commissions, including the Board of Equalization, Ethics, Human Relations, Citizen Complaints Commission, Housing Resources Commission, and Merit System Commission.

### Charter revisions

The charter form of government provides the opportunity for the citizens of Jackson County to make changes to the Charter. On August 3, 2010, county voters approved a revised Charter that focused on ethical reforms and called for an automatic Charter review every 10 years. The revised Charter took effect August 23, 2010.

On November 6, 2018, county voters again approved a variety of amendments to the Charter effective January 1, 2019, including:

- Providing term limits for the Prosecuting Attorney and Sheriff.
- Granting the County Legislature the power to (1) remove the County Counselor, and (2) restrict the County Counselor's authority to (a) enter into contracts for legal services without legislative approval and (b) file lawsuits involving the County Legislature.
- Granting the (1) Sheriff the duty and authority to operate the county detention center and other detention facilities and (2) Prosecuting Attorney authority over the county anti-crime sales tax.

### Elected Officials

The elected officials, their term and compensation paid for the year ended December 31, 2018 (except as noted), are indicated below:





Jackson County  
No-Bid Contracts and Other Expenditures  
Organization and Statistical Information

Elected Official	Term	Compensation at December 31, 2018
Scott Burnett, 1st District	01/01/15 - 12/31/18 <sup>1</sup>	\$ 38,481 <sup>4</sup>
Alfred Jordan, 2nd District	01/01/15 - 12/31/18	38,481 <sup>4</sup>
Garry J. Baker, 1st District At-Large	01/01/15 - 12/31/18	38,481 <sup>4</sup>
Crystal J. Williams, 2nd District At-Large	01/01/15 - 12/31/18 <sup>1</sup>	34,881
Dennis R. Waits, 3rd District	01/01/15 - 12/31/18	41,181 <sup>4</sup>
Tony Miller, 3rd District At-Large	01/01/15 - 12/31/18 <sup>1</sup>	40,481 <sup>4</sup>
Dan Tarwater III, 4th District	01/01/15 - 12/31/18 <sup>1</sup>	38,481 <sup>4</sup>
Gregory Grounds, 5th District	01/01/15 - 12/31/18	38,481 <sup>4</sup>
Theresa Galvin, 6th District <sup>5</sup>	01/01/15 - 12/31/18 <sup>1</sup>	38,481 <sup>4</sup>
Frank White Jr., County Executive	01/11/16 - 12/31/18 <sup>2</sup>	157,960 <sup>4</sup>
Jeanne Peters Baker, Prosecuting Attorney	01/01/17 - 12/31/20	142,892 <sup>4</sup>
Darryl Forte, County Sheriff	05/10/18 - 12/31/20 <sup>3</sup>	64,532

<sup>1</sup> Reelected November 6, 2018.

<sup>2</sup> Appointed by the County Legislature to replace former County Executive Mike Sanders who resigned January 5, 2016. Elected November 8, 2016, to finish unexpired term. Reelected November 6, 2018.

<sup>3</sup> Appointed by the County Executive to replace Sheriff Mike Sharp who resigned April 19, 2018. Elected November 6, 2018, to finish unexpired term.

<sup>4</sup> Regular salary plus car allowance, county vehicle usage, phone allowance, and/or other miscellaneous compensation.

<sup>5</sup> Selected as Chairman effective January 1, 2019.



Jackson County  
No-Bid Contracts and Other Expenditures  
Organization and Statistical Information

Administrative Officers,  
Directors, and Other  
Officials

Administrative officers, directors, and other officials and their compensation paid for the year ended December 31, 2018 (except as noted), are indicated below:

Appointed Official	Compensation <sup>1</sup>
Caleb J. Clifford, Chief of Staff	\$ 151,628
Angela S. Jeffries, Director of Communications	90,325
W. Stephen Nixon, County Counselor	159,349
Crissy L. Wooderson, Legislative Auditor	127,191
Mary Jo Spino, Clerk of the County Legislature	116,473
V. Edwin Stoll, Chief Administrative Officer	147,743
Whitney S. Miller, Director of Collections <sup>2</sup>	101,714
E. Gail McCann-Beatty, Director of Assessment <sup>3</sup>	48,965
Robert D. Murphy, Director of Assessment <sup>3</sup>	63,733
Robert Kelly, Director of Records	117,943
John M. Sweeney Jr., Director of Economic Development <sup>4</sup>	21,151
Bob G. Crutsinger, Director of Finance and Purchasing <sup>5</sup>	62,706
Dennis Dumovich, Director of Human Resources	121,066
Michael S. Erickson, Director of Information Technology	119,460
Jamie D. Masters, Chief of Health Services	127,117
Dr. Diane C. Peterson, Medical Examiner	226,280
Gary L. Panethiere, Chief Operating Officer	154,561
C. Michele Newman, Director of Parks and Recreation	126,396
Brian D. Gaddie, Director of Public Works	125,396
Diana L. Turner, Director of Corrections <sup>6</sup>	113,057

<sup>1</sup> Regular salary plus car allowance, county vehicle usage, phone allowance and/or other miscellaneous compensation.

<sup>2</sup> John M. Sweeney, Jr., Director of Economic Development, also served as the acting Director of Collections from October 26, 2017, through March 7, 2018, for no additional compensation. Whitney S. Miller was appointed March 8, 2018, by the County Executive.

<sup>3</sup> Robert D. Murphy resigned in July 2018. E. Gail McCann-Beatty was appointed July 9, 2018, by the County Executive.

<sup>4</sup> John M. Sweeney, Jr. resigned in March 2018. The position remained vacant for the remainder of 2018.

<sup>5</sup> Mark Trosen, Deputy Chief Operating Officer, also served as the acting Director of Finance and Purchasing from October 26, 2017, through January 11, 2018, for no additional compensation. The position was vacant until Bob G. Crutsinger was appointed June 15, 2018, by the County Executive.

<sup>6</sup> Appointed March 9, 2018, by the County Executive. Diana L. Turner had served as acting Director of Corrections since November 30, 2017.



Jackson County  
No-Bid Contracts and Other Expenditures  
Organization and Statistical Information

Other County Employees

In addition to elected officials, administrative officers, directors and other officials listed above, the county employed the following staff at December 31, 2018:

Employment Type	Number of Staff
Regular Full-Time	1,019
Regular Part-Time	111
Permanent Part-Time	9
Seasonal/Temporary	124
Elections Board	22
Union	21
Circuit Court Full-Time	415
Sports Complex Authority	3
Total	1,724

---

# Jackson County

## No-Bid Contracts and Other Expenditures

### Appendixes

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The following appendixes provide supporting documentation for the federal lobbying services and former county executive consulting contracts discussed in MAR finding number 1, and the county's responses to the audit recommendations. The appendixes are summarized in the following table.

Appendix	Type of Supporting Documentation
A	Federal Lobbying Invoices
B	Federal Lobbying Requests for Proposals
C	Federal Lobbying Contracts
D	Former County Executive's Consulting Agreement Invoices
E	Former County Executive's Consulting Agreement Contract
F	Auditee Response - County Legislature
G	Auditee Response - County Executive

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

Handwritten text was added by county employees. Redactions were made of information of a sensitive nature (e.g. bank account information).

RL 51042016001000



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

This invoice reflects services performed and expenses incurred on your behalf. Your prompt attention is appreciated. Please contact us immediately to discuss any questions you may have. Thank you for this opportunity to serve you.

Jackson County, Missouri  
The Honorable Mike Sanders  
County Executive  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

**January 9, 2016**  
Invoice No: 1243475  
File No: 062440-412245

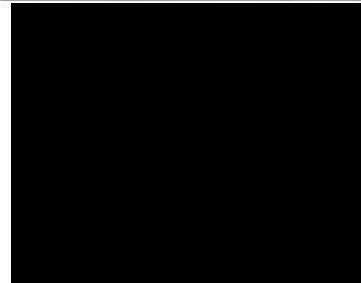
**Re: Federal Legislative Lobbying**

---

**Invoice Summary**

Current Professional Services	\$15,833.00
Current Disbursements	0.00
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>

---



29.16 > Leann : Jan 2016

**Due Upon Receipt**

Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California



For Professional Services Through 12/31/15  
File No. 062440-412245  
**Re: Federal Legislative Lobbying**

## Invoice Detail

Page 2  
January 9, 2016  
Invoice No: 1243475

### Professional Services

Description	
Federal Contract Lobbying Fee	\$15,833.00
Total Professional Services	\$15,833.00
Total Disbursements	<u>0.00</u>
Total Current Charges Due	<u><u>\$15,833.00</u></u>

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 5104 2016 001000



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

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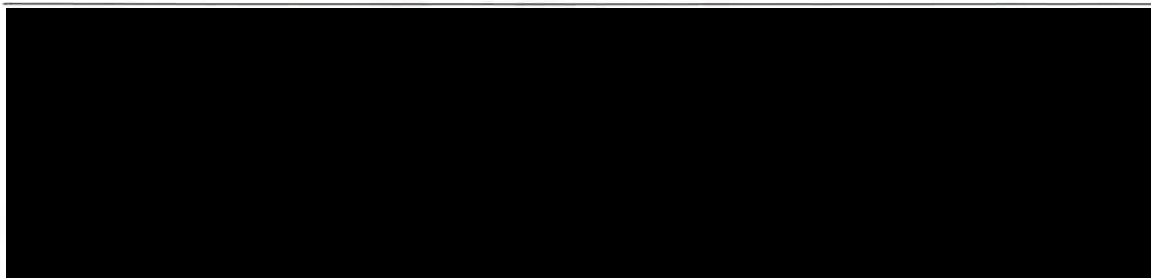
Jackson County, Missouri  
The Honorable Mike Sanders  
County Executive  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

January 9, 2016  
Invoice No.: 1243475  
File No.: 062440-412245

**Re: Federal Legislative Lobbying**

### Invoice Summary

Current Professional Services	\$15,833.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>



Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

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Jackson County, Missouri  
The Honorable Frank White, Jr.  
County Executive  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

**February 18, 2016**  
Invoice No: 1257690  
File No: 062440-412245

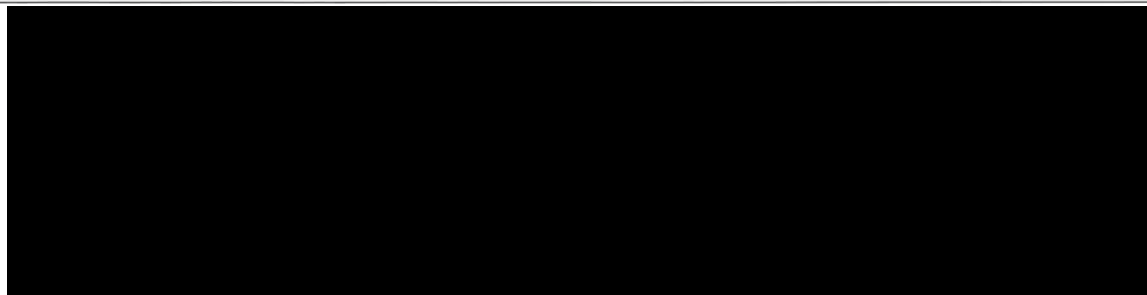
**Re: Federal Legislative Lobbying**

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### Invoice Summary

Current Professional Services	\$15,833.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>

---



### Due Upon Receipt

Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California



RL 51042016001001



## Invoice Detail

For Professional Services Through 2/18/16  
File No. 062440-412245  
**Re: Federal Legislative Lobbying**

Page 2  
February 18, 2016  
Invoice No: 1257690

### Professional Services

Description	
Federal Contract Lobbying Fee	\$15,833.00
Total Professional Services	\$15,833.00
Total Disbursements	<u>0.00</u>
Total Current Charges Due	<u><u>\$15,833.00</u></u>

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 51042016 001001



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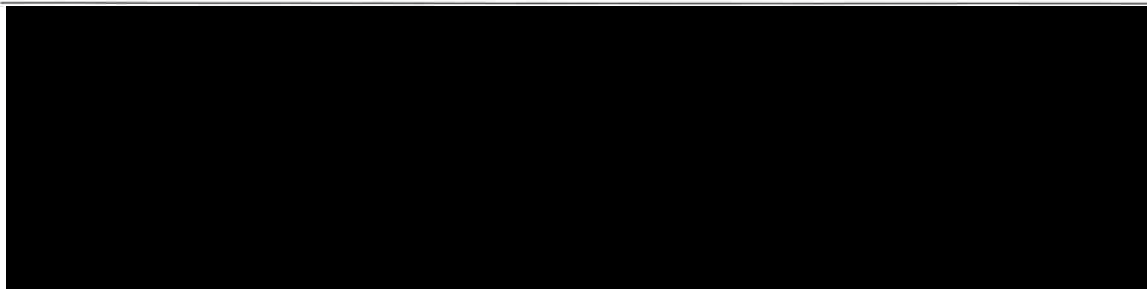
Jackson County, Missouri  
The Honorable Frank White, Jr.  
County Executive  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

February 18, 2016  
Invoice No.: 1257690  
File No.: 062440-412245

**Re: Federal Legislative Lobbying**

### Invoice Summary

Current Professional Services	\$15,833.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>



Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California

RL 51042016001002 Pg. 2 of 4



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Jackson County, Missouri  
The Honorable Frank White, Jr.  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

**March 18, 2016**  
Invoice No: 1266018  
File No: 062440-412245

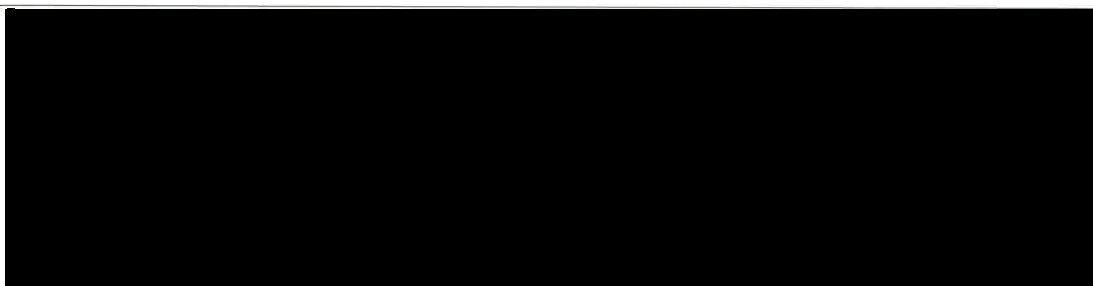
**Re: Federal Legislative Lobbying**

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### Invoice Summary

Current Professional Services	\$15,833.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>

---



### Due Upon Receipt

Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California

RL 51042016001002 pg. 3 of 4



For Professional Services Through 3/16/16  
File No. 062440-412245  
Re: Federal Legislative Lobbying

## Invoice Detail

Page 2  
March 18, 2016  
Invoice No: 1266018

### Professional Services

Description	
Federal Contract Lobbying Fee	\$15,833.00
Total Professional Services	\$15,833.00
Total Disbursements	<u>0.00</u>
Total Current Charges Due	<u>\$15,833.00</u>

RL 51042016001002 Pg. 4 of 4



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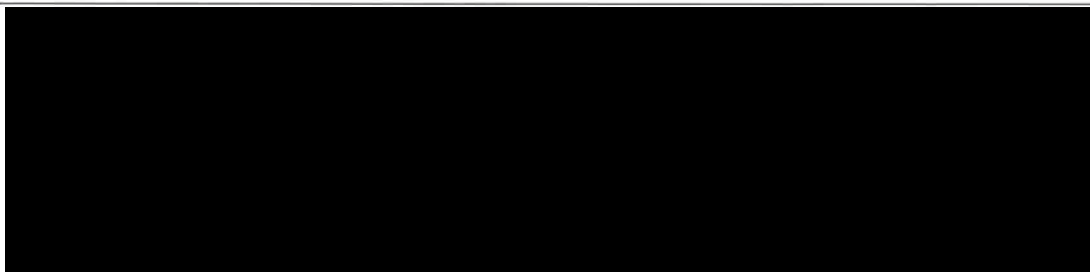
Jackson County, Missouri  
The Honorable Frank White, Jr.  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

March 18, 2016  
Invoice No.: 1266018  
File No.: 062440-412245

**Re: Federal Legislative Lobbying**

### Invoice Summary

Current Professional Services	\$15,833.00
Current Disbursements	0.00
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>



Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 51042016001003



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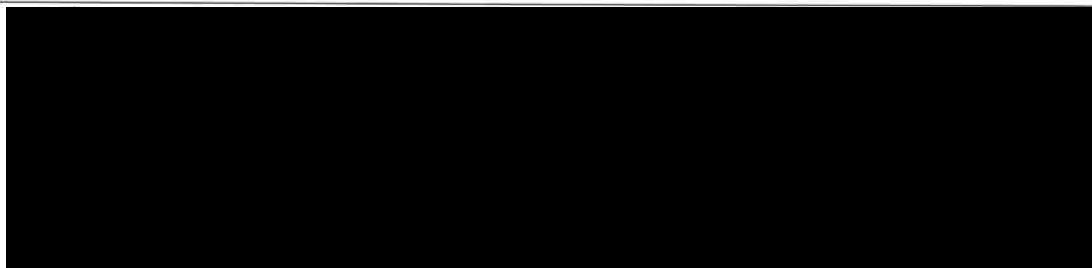
Jackson County, Missouri  
The Honorable Frank White, Jr.  
County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

April 12, 2016  
Invoice No.: 1272499  
File No.: 062440-412245

**Re: Federal Legislative Lobbying**

### Invoice Summary

Current Professional Services	\$15,833.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>



Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California

RL 5104 2016 001 003



## Invoice Detail

For Professional Services Through 4/12/16  
File No. 062440-412245  
Re: Federal Legislative Lobbying

Page 2  
April 12, 2016  
Invoice No: 1272499

### Professional Services

#### Description

Monthly Retainer Amount	\$15,833.00
Total Professional Services	\$15,833.00
Total Disbursements	<u>0.00</u>
Total Current Charges Due	<u><u>\$15,833.00</u></u>

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 51042016001004



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Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Hadler, County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

**May 6, 2016**  
Invoice No: 1280084  
File No: 062440-412245

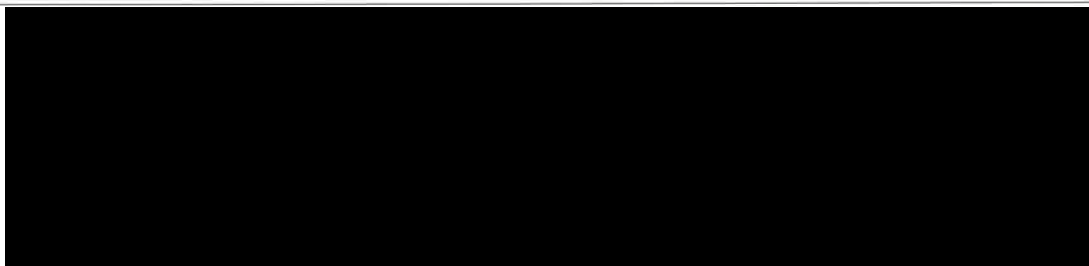
**Re: Federal Legislative Lobbying**

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### Invoice Summary

Current Professional Services	\$15,833.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>

---



### Due Upon Receipt

Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California



RL 51042016001004



## Invoice Detail

For Professional Services Through 4/30/16  
File No. 062440-412245  
**Re: Federal Legislative Lobbying**

Page 2  
May 6, 2016  
Invoice No: 1280084

### Professional Services

#### Description

Monthly Retainer Amount	\$15,833.00
Total Professional Services	\$15,833.00
Total Disbursements	<u>0.00</u>
<b>Total Current Charges Due</b>	<b><u>\$15,833.00</u></b>

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 51042016001004



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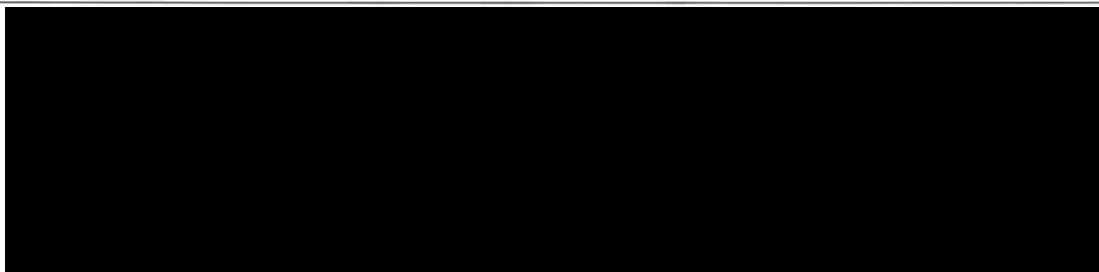
Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Hadler, County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

May 6, 2016  
Invoice No.: 1280084  
File No.: 062440-412245

**Re: Federal Legislative Lobbying**

### Invoice Summary

Current Professional Services	\$15,833.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>



Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 51042016 001005



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Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Hadler, County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

**June 14, 2016**  
Invoice No: 1294316  
File No: 062440-412245

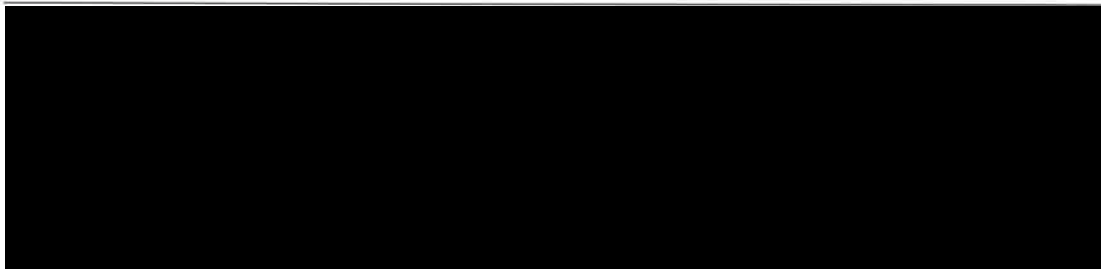
**Re: Federal Legislative Lobbying**

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**Invoice Summary**

Current Professional Services	\$15,833.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>

---



**Due Upon Receipt**

**Late Payment Charge: 1% per month may be charged on outstanding balances**  
Polsinelli PC, Polsinelli LLP in California



For Professional Services Through 5/31/16  
File No. 062440-412245  
**Re: Federal Legislative Lobbying**

## Invoice Detail

Page 2  
June 14, 2016  
Invoice No: 1294316

### Professional Services

Monthly Retainer Amount

Total Professional Services	\$15,833.00
Total Disbursements	<u>0.00</u>
<b>Total Current Charges Due</b>	<b><u>\$15,833.00</u></b>

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

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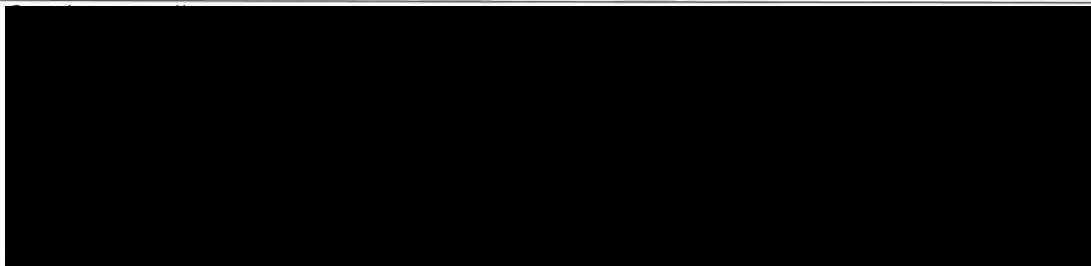
Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Hadler, County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

June 14, 2016  
Invoice No.: 1294316  
File No.: 062440-412245

**Re: Federal Legislative Lobbying**

### Invoice Summary

Current Professional Services	\$15,833.00
Current Disbursements	0.00
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>



**Late Payment Charge: 1% per month may be charged on outstanding balances**  
Polsinelli PC, Polsinelli LLP in California

AL51042016001006



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

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Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Hadler, County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

**July 13, 2016**  
Invoice No: 1303249  
File No: 062440-412245

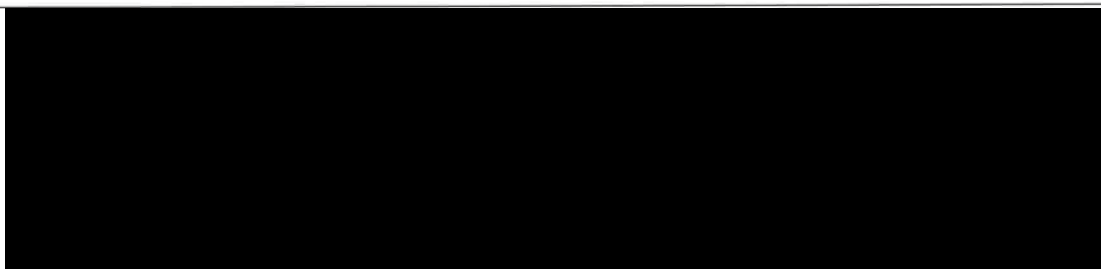
**Re: Federal Legislative Lobbying**

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**Invoice Summary**

Current Professional Services	\$15,833.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>

---



**Due Upon Receipt**

Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California



## Invoice Detail

For Professional Services Through 6/30/16  
File No. 062440-412245  
Re: Federal Legislative Lobbying

Page 2  
July 13, 2016  
Invoice No: 1303249

### Disbursements

Date		Amount
05/10/16	Lodging Peter S. Levi Lodging expense for Frank White, Jr. re: trip to DC May 10-12 for meeting between Jackson County delegation and DC office	\$1,083.18
05/17/16	Airfare Peter S. Levi Kansas City/Denver Airfare for Calvin Williford; re: trip to Denver, CO regarding Federal Lobbying matter	691.96
05/17/16	Airfare Peter S. Levi Kansas City/Denver Airfare for John Sweeney, Joshua Boehm and Donald Davis; re: trip to Denver, CO regarding Federal Lobbying matter	1,979.88
05/17/16	Lodging Peter S. Levi Combined hotel expense for John Sweeney, Joshua Boehm, Calvin Williford and Matt Davis; re: trip to Denver, CO regarding Federal Lobbying matter	901.04
05/18/16	Lodging Peter S. Levi Lodging expense for Calvin Williford re: trip to Omaha, NE on Federal Lobbying matter; May 18-19,2016	199.70
05/18/16	Meals Peter S. Levi In-room meal expense for Calvin Williford re: trip to Omaha, NE on Federal Lobbying matter; May 18-19,2016	31.94
05/24/16	Lodging Peter S. Levi Lodging expense at Aloft Dallas for Calvin Williford; re: trip to Dallas/Austin on May 24-27 for Federal Lobbying matter	228.85
05/24/16	Lodging Peter S. Levi Combined lodging expense at Sheraton Dallas for Calvin Williford, Johnny Sweeney, Josh Boem and Matt Davis; re: trip to Dallas/Austin on May 24-27 for Federal Lobbying matter	1,078.84
05/24/16	Meals Peter S. Levi Meal expense at Sheraton Dallas for Calvin Williford; re: trip to Dallas/Austin on May 24-27 for Federal Lobbying matter	40.72
05/24/16	Lodging Peter S. Levi Combined lodging expense at Westin Austin Downtown for Calvin Williford, Johnny Sweeney, Josh Boem and Matt Davis; re: trip to Dallas/Austin on May 24-27 for Federal Lobbying matter	1,197.64
05/24/16	Meals Peter S. Levi In room meal expense at Westin Austin Downtown for Calvin Williford; re: trip to Dallas/Austin on May 24-27 for Federal Lobbying matter	35.93
05/24/16	Meals Peter S. Levi Pool service expense at Westin Austin Downtown for Calvin Williford; re: trip to Dallas/Austin on May 24-27 for Federal Lobbying matter	6.33
05/24/16	Airfare Peter S. Levi Kansas City to Dallas, TX Combined airfare expense for Calvin Williford, Johnny Sweeney, Josh Boehm and Matt Davis; re: trip to Dallas/Austin on May 24-27 for review of bike and rail system	1,059.92
05/26/16	Airfare Peter S. Levi Dallas to Austin, TX Combined airfare expense for Calvin Williford, Josh Boehm and Matt Davis; re: trip to Dallas/Austin on May 24-27 for review of bike and rail system	584.94
05/27/16	Airfare Peter S. Levi Austin to Dallas, TX Combined airfare expense for Calvin Williford, Johnny Sweeney, Josh Boehm and Matt Davis; re: trip to Dallas/Austin on May 24-27 for review of bike and rail system	843.92
05/27/16	Airfare Peter S. Levi Dallas, TX to Kansas City Combined airfare expense for Calvin Williford, Johnny Sweeney, Josh Boehm and Matt Davis; re: trip to Dallas/Austin on May 24-27 for review of bike and rail system	1,107.92

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices



**Invoice Detail**

For Professional Services Through 6/30/16  
File No. 062440-412245  
**Re: Federal Legislative Lobbying**

Page 3  
July 13, 2016  
Invoice No: 1303249

06/13/16	Travel Out of pocket expenses for trip to Denver, CO on May 17-18, 2016	308.97
06/13/16	Travel Out of pocket expenses for trip to Omaha, NE re: Union Pacific on May 18-19, 2016	39.20
06/13/16	Travel Out of pocket expenses for trip to Dallas/Austin, TX May 24-27, 2016	418.88
06/13/16	Travel Out of pocket expenses for trip to Denver, CO on May 17-18, 2016	112.05
06/13/16	Travel Out of pocket expenses for trip to Omaha, NE regarding Union Pacific on May 18-19, 2016	8.51
06/13/16	Travel Out of pocket expenses for trip to Dallas/Austin, TX May 24-27, 2016	624.22
06/13/16	Travel Out of pocket expenses for trip to Denver, CO on May 17-18, 2016	91.73
06/13/16	Travel Out of pocket expenses for trip to Omaha, NE regarding Union Pacific on May 18-19, 2016	7.15
06/13/16	Travel Out of pocket expenses for trip to Dallas/Austin, TX May 24-27, 2016	32.44
06/13/16	Travel Out of pocket parking expense for trip to Denver, CO on May 17-18, 2016	15.00
06/13/16	Travel Out of pocket expenses for trip to Omaha, NE regarding Union Pacific on May 18-19, 2016	72.97
06/13/16	Travel Out of pocket expenses for trip to Dallas/Austin, TX May 24-27, 2016	105.90
	<b>Total Disbursements</b>	<b>\$12,909.73</b>
Total Professional Services		\$2,923.27
Total Disbursements		<u>12,909.73</u>
Total Current Charges Due		<u><b>\$15,833.00</b></u>



Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 5104 2016 001 006



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

This invoice reflects services performed and expenses incurred on your behalf. Your prompt attention is appreciated. Please contact us immediately to discuss any questions you may have. Thank you for this opportunity to serve you.

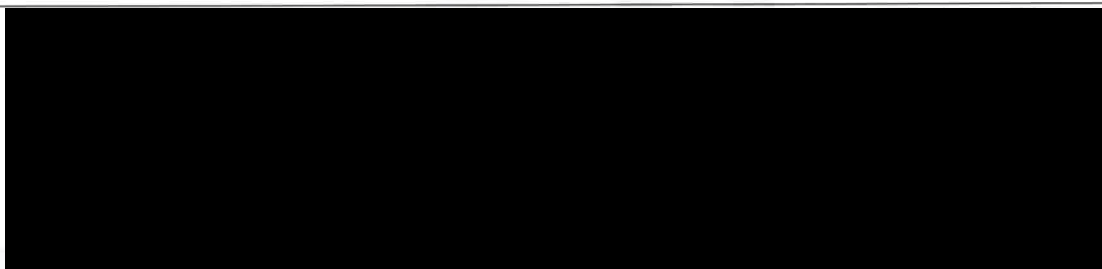
Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Hadler, County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

July 13, 2016  
Invoice No.: 1303249  
File No.: 062440-412245

**Re: Federal Legislative Lobbying**

### Invoice Summary

Current Professional Services	\$2,923.27
Current Disbursements	<u>12,909.73</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>



**Late Payment Charge: 1% per month may be charged on outstanding balances**  
Polsinelli PC, Polsinelli LLP in California

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 5104 2016001008



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

This invoice reflects services performed and expenses incurred on your behalf. Your prompt attention is appreciated. Please contact us immediately to discuss any questions you may have. Thank you for this opportunity to serve you.

Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Hadler, County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

**August 15, 2016**  
Invoice No: 1316482  
File No: 062440-412245

**Re: Federal Legislative Lobbying**

---

**Invoice Summary**

Current Professional Services	\$15,833.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>

---



**Due Upon Receipt**

Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California

RL 51042016 001008



## Invoice Detail

For Professional Services Through 7/31/16  
File No. 062440-412245  
Re: Federal Legislative Lobbying

Page 2  
August 15, 2016  
Invoice No: 1316482

### Professional Services

Description	
Monthly Retainer Amount	\$15,833.00
Total Professional Services	\$15,833.00
Total Disbursements	<u>0.00</u>
Total Current Charges Due	<u><u>\$15,833.00</u></u>

RL 51042016001008



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

This invoice reflects services performed and expenses incurred on your behalf. Your prompt attention is appreciated. Please contact us immediately to discuss any questions you may have. Thank you for this opportunity to serve you.

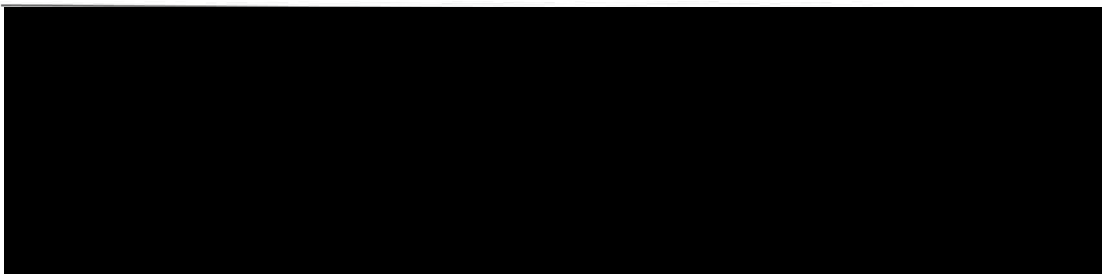
Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Haden, County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

August 15, 2016  
Invoice No.: 1316482  
File No.: 062440-412245

**Re: Federal Legislative Lobbying**

### Invoice Summary

Current Professional Services	\$15,833.00
Current Disbursements	0.00
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>



Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California

RL 5104 2016 001 009



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

This invoice reflects services performed and expenses incurred on your behalf. Your prompt attention is appreciated. Please contact us immediately to discuss any questions you may have. Thank you for this opportunity to serve you.

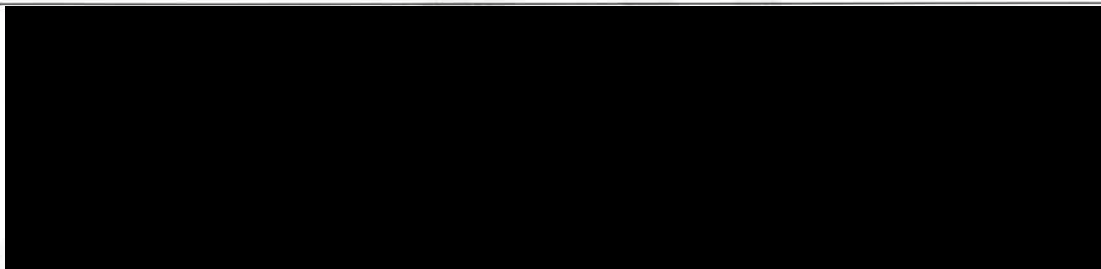
Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Hadler, County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

September 12, 2016  
Invoice No.: 1327322  
File No.: 062440-412245

**Re: Federal Legislative Lobbying**

### Invoice Summary

Current Professional Services	\$15,833.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>



Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California

RL 51042016001009



## Invoice Detail

For Professional Services Through 8/31/16  
File No. 062440-412245  
Re: Federal Legislative Lobbying

Page 2  
September 12, 2016  
Invoice No: 1327322

### Professional Services

#### Description

Monthly Retainer Amount	\$15,833.00
Total Professional Services	\$15,833.00
Total Disbursements	<u>0.00</u>
Total Current Charges Due	<u><u>\$15,833.00</u></u>

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 51042016 001009



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

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Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Hadler, County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

**September 12, 2016**  
Invoice No: 1327322  
File No: 062440-412245

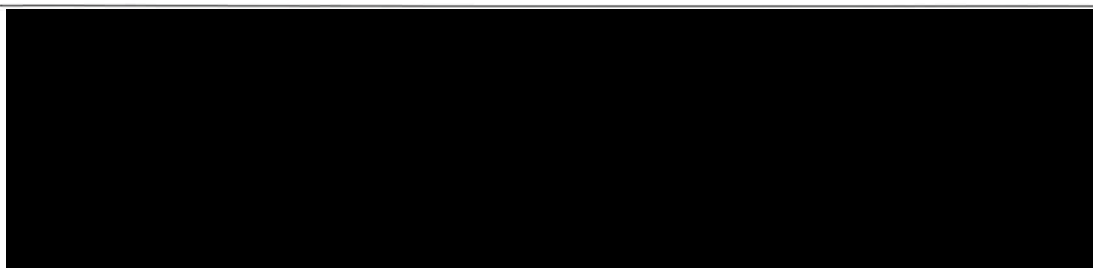
**Re: Federal Legislative Lobbying**

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**Invoice Summary**

Current Professional Services	\$15,833.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>

---



**Due Upon Receipt**

Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 51042016 001010



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

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Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Hadler, County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

**October 1, 2016**  
Invoice No: 1327405  
File No: 062440-412245

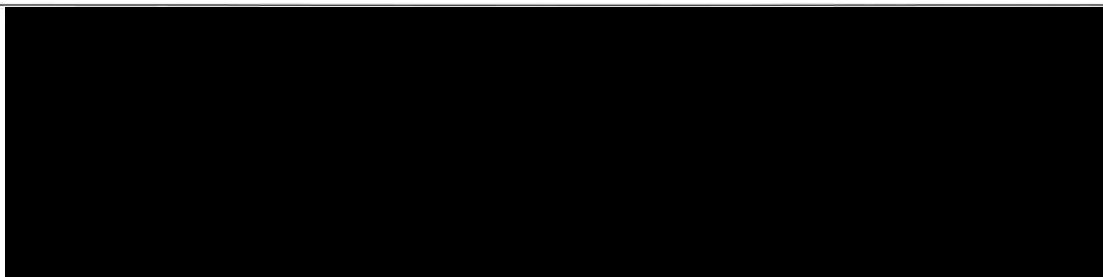
**Re: Federal Legislative Lobbying**

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#### Invoice Summary

Current Professional Services	\$15,833.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>

---



#### Due Upon Receipt

Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California





For Professional Services Through 9/30/16  
File No. 062440-412245  
**Re: Federal Legislative Lobbying**

## Invoice Detail

Page 2  
October 1, 2016  
Invoice No: 1327405

### Professional Services

Description	
Monthly Retainer Amount	\$15,833.00
Total Professional Services	\$15,833.00
Total Disbursements	<u>0.00</u>
Total Current Charges Due	<u><u>\$15,833.00</u></u>

RL 51042016 001010



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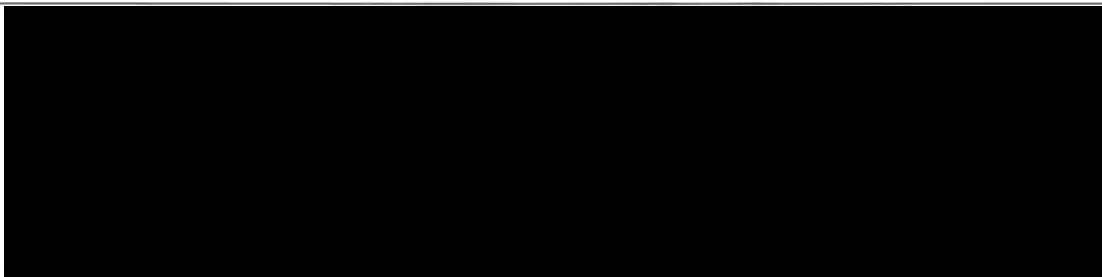
Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Hadler, County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

October 1, 2016  
Invoice No.: 1327405  
File No.: 062440-412245

**Re: Federal Legislative Lobbying**

### Invoice Summary

Current Professional Services	\$15,833.00
Current Disbursements	0.00
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>



**Late Payment Charge: 1% per month may be charged on outstanding balances**  
Polsinelli PC, Polsinelli LLP in California

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 51042016 001 011



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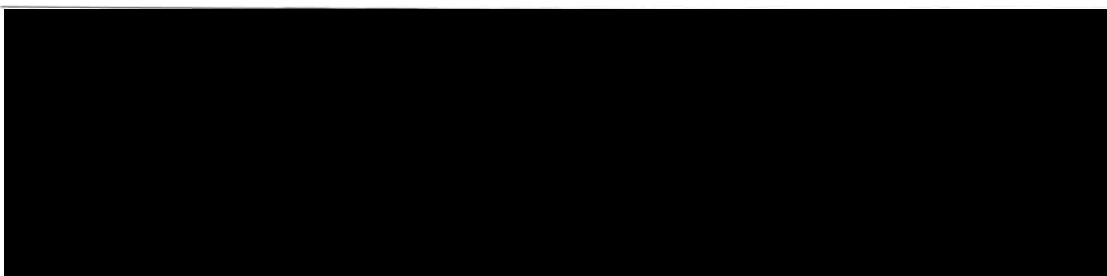
Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Hadler, County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

November 15, 2016  
Invoice No.: 1345975  
File No.: 062440-412245

**Re: Federal Legislative Lobbying**

### Invoice Summary

Current Professional Services	\$15,833.00
Current Disbursements	0.00
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>
<b>Total Amount Due Upon Receipt</b>	<b><u>\$15,833.00</u></b>



Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California

RL 51042016 001 011



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

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Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Hadler, County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

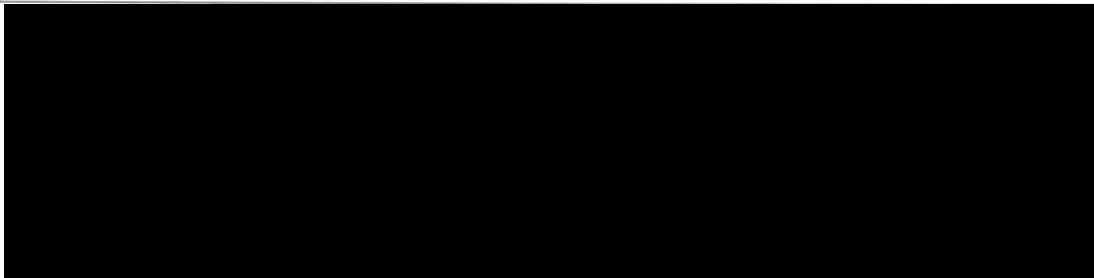
**November 15, 2016**  
Invoice No: 1345975  
File No: 062440-412245

**Re: Federal Legislative Lobbying**

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### Invoice Summary

Current Professional Services	\$15,833.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>
<b>Total Amount Due Upon Receipt</b>	<b><u>\$15,833.00</u></b>



### Due Upon Receipt

Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California

Rh 51042016 001 011



For Professional Services Through 10/31/16  
File No. 062440-412245  
Re: Federal Legislative Lobbying

## Invoice Detail

Page 2  
November 15, 2016  
Invoice No: 1345975

### Professional Services

Description	
Monthly Retainer Amount	\$15,833.00
Total Professional Services	\$15,833.00
Total Disbursements	0.00
Total Current Charges Due	\$15,833.00

RL 5104 2016 001011



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Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Hadler, County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

**December 15, 2016**  
Invoice No: 1359723  
File No: 062440-412245

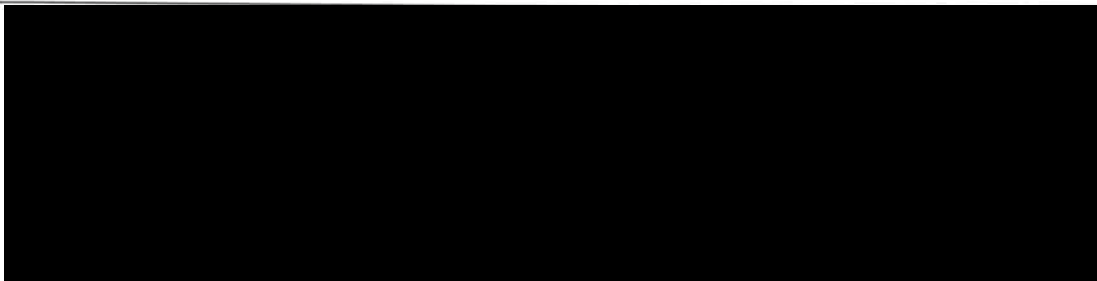
**Re: Federal Legislative Lobbying**

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### Invoice Summary

Current Professional Services	\$15,833.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>
Previous Unpaid Invoices (PLEASE DISREGARD IF ALREADY PAID)	15,833.00
Payments Received	<u>0.00</u>
<b>Total Amount (All unpaid balances are Due Immediately)</b>	<b><u>\$31,666.00</u></b>

---



### Due Upon Receipt

Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California

RL 51042016 001 011



For Professional Services Through 11/30/16  
File No. 062440-412245  
**Re: Federal Legislative Lobbying**

## Invoice Detail

Page 2  
December 15, 2016  
Invoice No: 1359723

### Professional Services

#### Description

Monthly Retainer Amount	\$15,833.00
Total Professional Services	\$15,833.00
Total Disbursements	<u>0.00</u>
Total Current Charges Due	<u><u>\$15,833.00</u></u>

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 5104 2016 001011



For Professional Services Through 11/30/16  
File No. 062440-412245  
**Re: Federal Legislative Lobbying**

## Invoice Detail

Page 3  
December 15, 2016  
Invoice No: 1359723

Date	Inv#	Amount	Credit	Payments	Balance*
11/15/16	1345975	\$15,833.00	\$0.00	\$0.00	\$15,833.00
<b>Total of Prior Balance Due</b>					<b>\$15,833.00</b>

\*If a payment has already been made, thank you.



Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 51042016001011



## Invoice Detail

For Professional Services Through 11/30/16  
File No. 062440-412245  
**Re: Federal Legislative Lobbying**

Page 4  
December 15, 2016  
Invoice No: 1359723

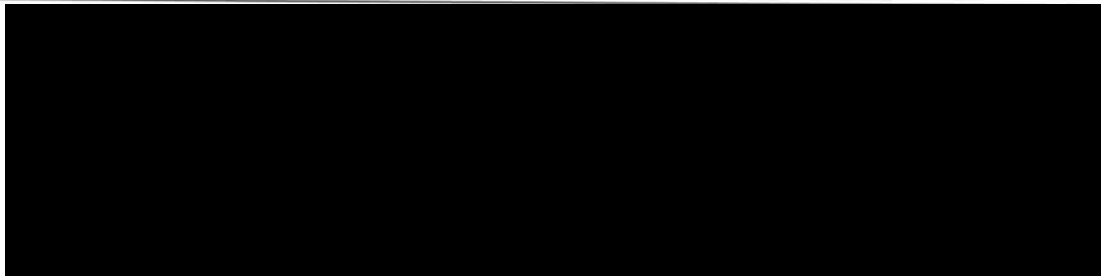
Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Hadler, County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

December 15, 2016  
Invoice No.: 1359723  
File No.: 062440-412245

**Re: Federal Legislative Lobbying**

## Invoice Summary

Current Professional Services	\$15,833.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$15,833.00</b>
Previous Unpaid Invoices (PLEASE DISREGARD IF ALREADY PAID)	15,833.00
Payments Received	<u>0.00</u>
<b>Total Amount (All unpaid balances are Due Immediately)</b>	<b><u>\$31,666.00</u></b>



Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 5102017003000



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

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Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Haden, Deputy County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

**April 27, 2017**  
Invoice No: 1401471  
File No: 062440-412245

**Re: Federal Legislative Lobbying**

---

**Invoice Summary**

Current Professional Services	\$50,000.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$50,000.00</b>

---



**Due Upon Receipt**

Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California

RL 5102017003000



## Invoice Detail

For Professional Services 1/1/17 Through 4/30/17  
File No. 062440-412245  
**Re: Federal Legislative Lobbying**

Page 2  
April 27, 2017  
Invoice No: 1401471

### Professional Services

#### Description

Monthly Retainer Balance for period 1/1/17 through 4/30/17.

\$50,000.00

Total Professional Services

\$50,000.00

Total Disbursements

0.00

**Total Current Charges Due**

**\$50,000.00**

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 5102 017 003 000



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

This invoice reflects services performed and expenses incurred on your behalf. Your prompt attention is appreciated. Please contact us immediately to discuss any questions you may have. Thank you for this opportunity to serve you.

Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Haden, Deputy County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

April 27, 2017  
Invoice No.: 1401471  
File No.: 062440-412245

**Re: Federal Legislative Lobbying**

### Invoice Summary

Current Professional Services	\$50,000.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$50,000.00</b>



**Late Payment Charge: 1% per month may be charged on outstanding balances**  
Polsinelli PC, Polsinelli LLP in California

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 51022 017003001



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

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Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Haden, Deputy County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

**May 10, 2017**  
Invoice No: 1404304  
File No: 062440-412245

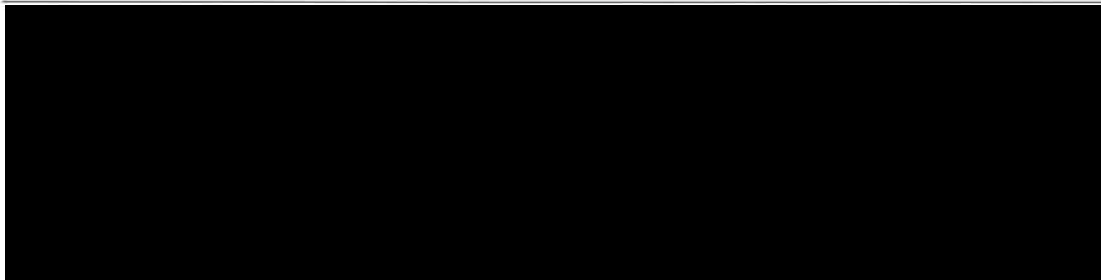
**Re: Federal Legislative Lobbying**

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### Invoice Summary

Current Professional Services	\$12,500.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$12,500.00</b>

---



### Due Upon Receipt

Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 51022017003001



**Invoice Detail**

For Professional Services Through 4/30/17  
File No. 062440-412245  
**Re: Federal Legislative Lobbying**

Page 2  
May 10, 2017  
Invoice No: 1404304

**Professional Services**

**Description**

Monthly Retainer Amount- May 2017	\$12,500.00
Total Professional Services	\$12,500.00
Total Disbursements	<u>0.00</u>
<b>Total Current Charges Due</b>	<b><u>\$12,500.00</u></b>

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL51022017003001



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

This invoice reflects services performed and expenses incurred on your behalf. Your prompt attention is appreciated. Please contact us immediately to discuss any questions you may have. Thank you for this opportunity to serve you.

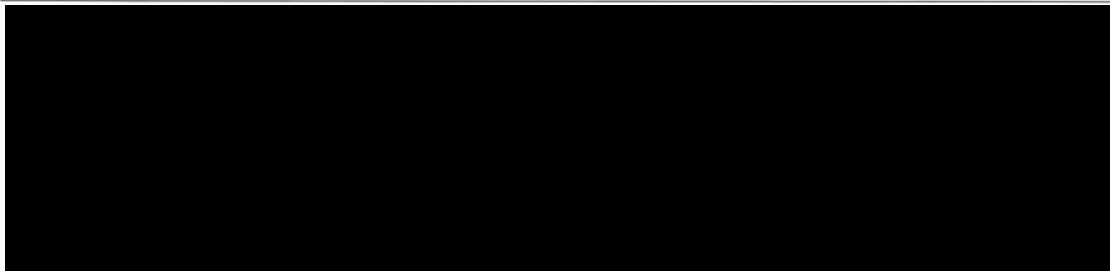
Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Haden, Deputy County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

May 10, 2017  
Invoice No.: 1404304  
File No.: 062440-412245

**Re: Federal Legislative Lobbying**

### Invoice Summary

Current Professional Services	\$12,500.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$12,500.00</b>



**Late Payment Charge: 1% per month may be charged on outstanding balances**  
Polsinelli PC, Polsinelli LLP in California

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 51022017003002



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

This invoice reflects services performed and expenses incurred on your behalf. Your prompt attention is appreciated. Please contact us immediately to discuss any questions you may have. Thank you for this opportunity to serve you.

Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Haden, Deputy County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

**June 12, 2017**  
Invoice No: 1413626  
File No: 062440-412245

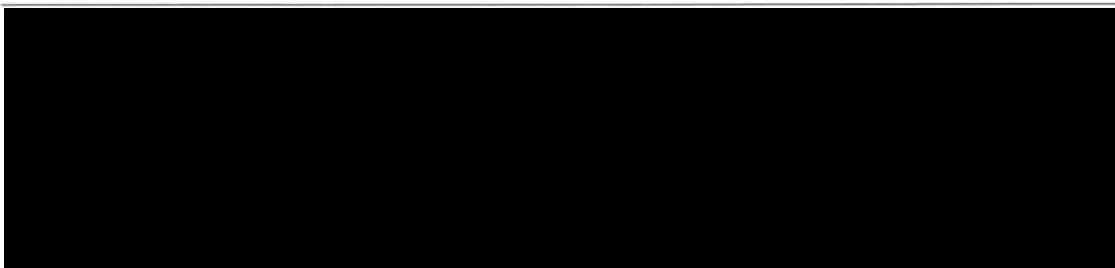
**Re: Federal Legislative Lobbying**

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#### Invoice Summary

Current Professional Services	\$12,500.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$12,500.00</b>

---



#### Due Upon Receipt

Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California



Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices



For Professional Services Through 6/12/17  
File No. 062440-412245  
**Re: Federal Legislative Lobbying**

**Invoice Detail**

Page 2  
June 12, 2017  
Invoice No: 1413626

Total Professional Services	\$12,500.00
<b>Total Current Charges Due</b>	<b><u>\$12,500.00</u></b>

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 51022017003003



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

This invoice reflects services performed and expenses incurred on your behalf. Your prompt attention is appreciated. Please contact us immediately to discuss any questions you may have. Thank you for this opportunity to serve you.

Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Haden, Deputy County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

**July 18, 2017**  
Invoice No: 1427685  
File No: 062440-412245

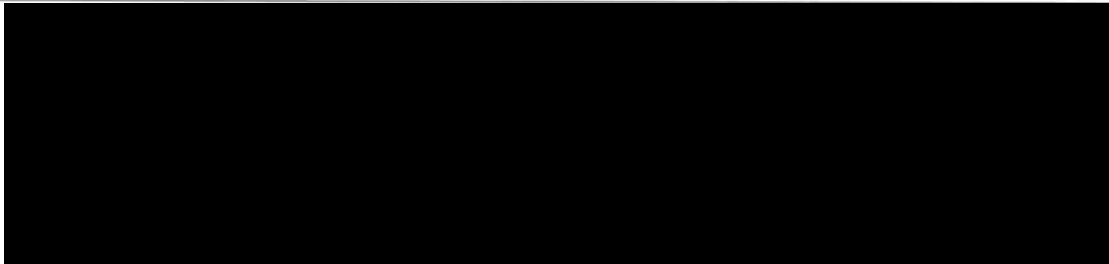
**Re: Federal Legislative Lobbying**

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**Invoice Summary**

Current Professional Services	\$12,500.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$12,500.00</b>

---



**Due Upon Receipt**

Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices



For Professional Services Through 7/18/17  
File No. 062440-412245  
**Re: Federal Legislative Lobbying**

## Invoice Detail

Page 2  
July 18, 2017  
Invoice No: 1427685

### Professional Services

Description	
Monthly Retainer Amount- July	\$12,500.00
Total Professional Services	\$12,500.00
Total Current Charges Due	<u>\$12,500.00</u>

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 51022017 003004



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

This invoice reflects services performed and expenses incurred on your behalf. Your prompt attention is appreciated. Please contact us immediately to discuss any questions you may have. Thank you for this opportunity to serve you.

Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Haden, Deputy County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

**August 10, 2017**  
Invoice No: 1436298  
File No: 062440-412245

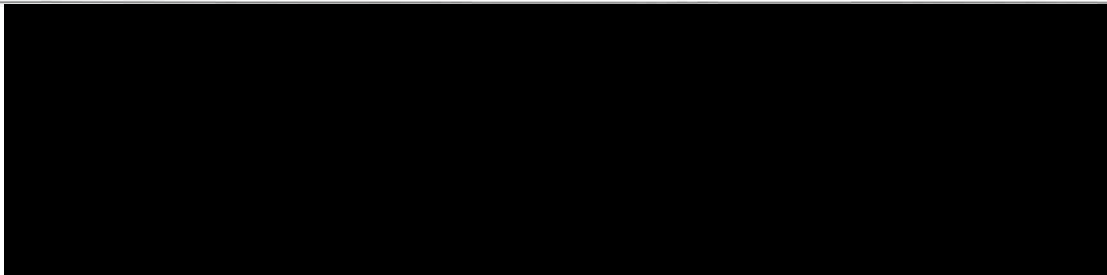
**Re: Federal Legislative Lobbying**

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### Invoice Summary

Current Professional Services	\$12,500.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$12,500.00</b>

---



### Due Upon Receipt

Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 5102017 003005



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

This invoice reflects services performed and expenses incurred on your behalf. Your prompt attention is appreciated. Please contact us immediately to discuss any questions you may have. Thank you for this opportunity to serve you.

Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Haden, Deputy County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

**September 15, 2017**  
Invoice No: 1450355  
File No: 062440-412245

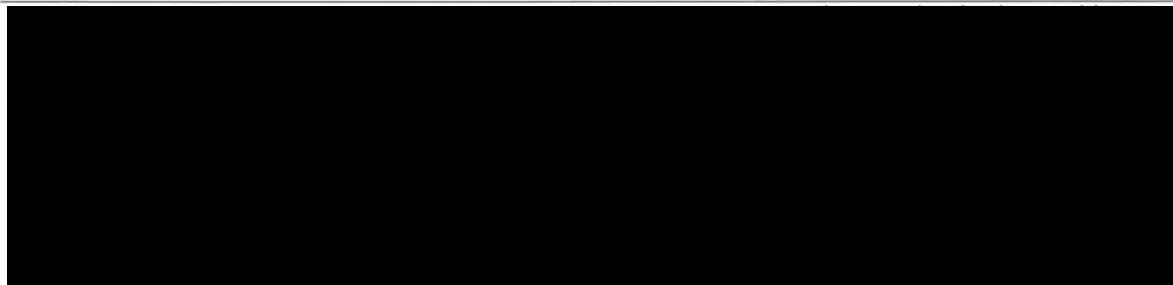
**Re: Federal Legislative Lobbying**

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**Invoice Summary**

Current Professional Services	\$12,500.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$12,500.00</b>

---



**Due Upon Receipt**

**Late Payment Charge: 1% per month may be charged on outstanding balances**  
Polsinelli PC, Polsinelli LLP in California



For Professional Services Through 9/15/17  
File No. 062440-412245  
**Re: Federal Legislative Lobbying**

## Invoice Detail

Page 2  
September 15, 2017  
Invoice No: 1450355

### Professional Services

Description	
Monthly Retainer Amount-September	\$12,500.00
Total Professional Services	\$12,500.00
Total Current Charges Due	<u>\$12,500.00</u>

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 5102017 003 005



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

This invoice reflects services performed and expenses incurred on your behalf. Your prompt attention is appreciated. Please contact us immediately to discuss any questions you may have. Thank you for this opportunity to serve you.

Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Haden, Deputy County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

September 15, 2017  
Invoice No.: 1450355  
File No.: 062440-412245

**Re: Federal Legislative Lobbying**

### Invoice Summary

Current Professional Services	\$12,500.00
Current Disbursements	0.00
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$12,500.00</b>



**Late Payment Charge: 1% per month may be charged on outstanding balances**  
Polsinelli PC, Polsinelli LLP in California

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 51022017 003006



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

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Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Haden, Deputy County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

**October 1, 2017**  
Invoice No: 1452211  
File No: 062440-412245

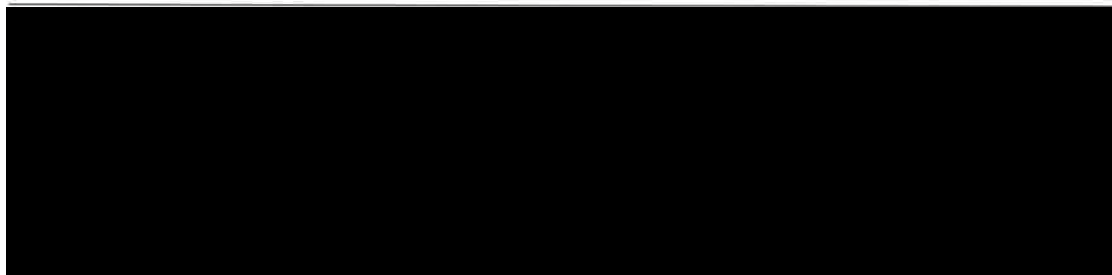
**Re: Federal Legislative Lobbying**

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#### Invoice Summary

Current Professional Services	\$12,500.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$12,500.00</b>

---



#### Due Upon Receipt

Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California





## Invoice Detail

For Professional Services Through 10/31/17  
File No. 062440-412245  
Re: Federal Legislative Lobbying

Page 2  
October 1, 2017  
Invoice No: 1452211

### Professional Services

Description
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Monthly Retainer Amount-October	\$12,500.00
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<b>Total Current Charges Due</b>
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<b><u>\$12,500.00</u></b>
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Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 51022017003006



900 W. 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112 | Phone: (816) 753-1000 [www.polsinelli.com](http://www.polsinelli.com)

This invoice reflects services performed and expenses incurred on your behalf. Your prompt attention is appreciated. Please contact us immediately to discuss any questions you may have. Thank you for this opportunity to serve you.

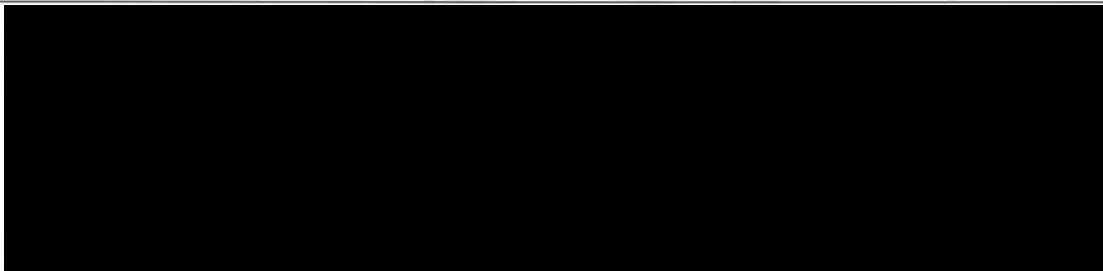
Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Haden, Deputy County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

October 1, 2017  
Invoice No.: 1452211  
File No.: 062440-412245

**Re: Federal Legislative Lobbying**

### Invoice Summary

Current Professional Services	\$12,500.00
Current Disbursements	<u>0.00</u>
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$12,500.00</b>



**Late Payment Charge: 1% per month may be charged on outstanding balances**  
Polsinelli PC, Polsinelli LLP in California

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RL 81022017003007



1401 Eye Street, N.W., Suite 800 Washington, D. C. 20005 | Phone: (202) 783-3300 [www.polsinelli.com](http://www.polsinelli.com)

This invoice reflects services performed and expenses incurred on your behalf. Your prompt attention is appreciated. Please contact us immediately to discuss any questions you may have. Thank you for this opportunity to serve you.

Jackson County, Missouri  
The Honorable Frank White, Jr.  
c/o Jay Haden, Deputy County Counselor  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

**January 9, 2018**  
Invoice No: 1483760  
File No: 062440-412245

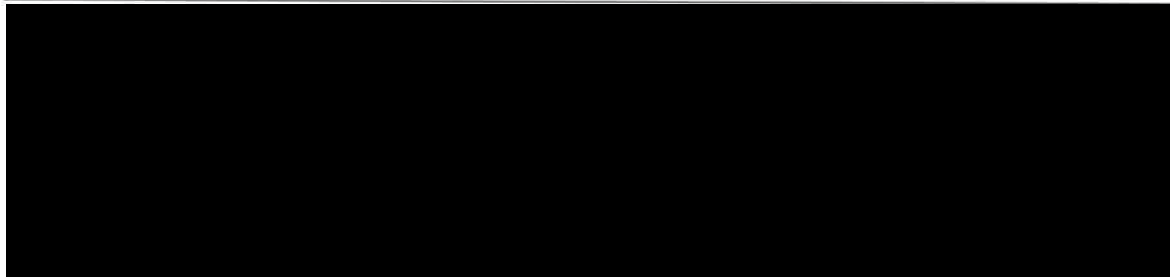
**Re: Federal Legislative Lobbying**

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### Invoice Summary

Current Professional Services	\$25,000.00
Current Disbursements	0.00
<b>Total Current Invoice - Due Upon Receipt</b>	<b>\$25,000.00</b>

---



### Due Upon Receipt

Late Payment Charge: 1% per month may be charged on outstanding balances  
Polsinelli PC, Polsinelli LLP in California

(Front & back)

Appendix A  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Invoices

RLS1022017 003007



For Professional Services Through 12/31/17  
File No. DUN012-441007  
Re: DC Advocacy

## Invoice Detail

Page 2  
January 9, 2018  
Invoice No: 1483761

### Professional Services

Description		
Monthly Retainer Amount- November	\$12,500.00	
Monthly Retainer Amount- December	\$12,500.00	
Total Professional Services		\$25,000.00
Total Disbursements		<u>0.00</u>
Total Current Charges Due		<u><u>\$25,000.00</u></u>



## **PURCHASING DEPARTMENT**

**JACKSON COUNTY COURTHOUSE**  
415 EAST 12TH STREET ROOM G1  
KANSAS CITY, MISSOURI 64106

816-881-3267  
Fax 816-881-3268

Request for Proposal No. 14-10  
Issued: March 16, 2010  
Page One of Twelve

Jackson County, Missouri is seeking Proposals from Legislative and Governmental Consultants to perform Federal Legislative Lobbying Services for the Jackson County, Missouri County Executive's Office.

Enclose your response/proposal in a sealed opaque envelope with this Request for Proposal Number written on the face of the envelope and deliver it to the **PURCHASING DEPARTMENT**, Room G-1, Ground Floor of the Jackson County Courthouse, 415 East 12<sup>th</sup> Street, Kansas City, Missouri 64106 no later than **2:00 PM, CDT on April 6, 2010**; OTHERWISE YOUR PROPOSAL WILL BE REJECTED. There will be a Public Proposal Opening at 2:05 PM, CDT on April 6, 2010 in Conference Room A, Second Floor of the Jackson County Courthouse at the above address.

Disabled persons wishing to participate in the Proposal Opening and who require a reasonable accommodation may call the Jackson County Purchasing Department at 816-881-3267 or 1-800-735-2466 (Missouri Relay). A forty-eight (48) hour notice is required.

Point of Contact for this Request for Proposal is Barbara Casamento @ 816-881-3253.

By submitting a Proposal, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to waive any defect in the offer of any bidder and to reject any or all offers.

Your returned Proposal MUST consist of: (1) all pages of this Request for Proposal, including the Affidavit on Page 2, fully executed and notarized; (2) **Compliance**: If you do not have a Jackson County, MO Certificate of Compliance, the Compliance Report Form, Page 3 hereof, must be fully completed and signed by you OR if you have a **current** (issued within the last 12 months and Mandatory Annual Reports turned in) Certificate of Compliance from Jackson County, MO, a copy of that certificate can be attached to your report. Failure to complete this report OR attach a current certificate may result in the **REJECTION OF YOUR PROPOSAL**; (3) the Statement of "No Bid" if you DO NOT intend to submit a Proposal on Page 5 hereof, completed and signed by you; (4) the Acknowledgment of Receipt of Addendum, Page 4, completed and signed; (5) Respondent's Exceptions to General Conditions, Specifications, Requirements and Provisions on Page 12, fully completed and signed; and (6) your Proposal as detailed on Page 10 hereof.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to the response to Items 01, 02, 03, 04, 05, and 06. Such information must be received in the Purchasing Department within forty-eight (48) hours immediately following notification to the Respondent or the Respondent's Proposal will be deemed NON-RESPONSIVE.

Q. Troy Thomas  
Director of Finance and Purchasing

Appendix B  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Requests for Proposals

Jackson County, Missouri Request for Proposal No.14-10, Page 2 of 12

**AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ of the City of \_\_\_\_\_,  
County of \_\_\_\_\_ State of \_\_\_\_\_

being duly sworn on her or his oath, deposes and says;

1. That I am the \_\_\_\_\_ (Title of Affiant) of \_\_\_\_\_ (Name of Bidder) and have been authorized by said Bidder to make this affidavit on its behalf; that I make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly in what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2009 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.
7. Bidder certified and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

\_\_\_\_\_ (Name of Respondent)

By: \_\_\_\_\_ (Signature of Affiant)

\_\_\_\_\_ (Title of Affiant)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the County of \_\_\_\_\_

(SEAL) State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**COMPLIANCE REPORT FORM**

**DIRECTIONS FOR COMPLETION:** Please fill out this form completely. If a question refers to "past reports" and is the first one, place "1st Report" in the blank. If a question addresses an area which does not apply to your company (such as subcontractors) place "N/A" in the blank.

**PLEASE BE SURE THIS REPORT IS SIGNED AND DATED BELOW**

**I COMPANY DESCRIPTION:**

A. Name of Company \_\_\_\_\_

B. Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Telephone # \_\_\_\_\_

**II COMPANY STATISTICS:**

A. Total Number of Employees \_\_\_\_\_

B. Total Number of Employees Who are: Women \_\_\_\_\_ Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Oriental \_\_\_\_\_ American Indian \_\_\_\_\_  
**YES NO**

C. Has your company advertised for applicants since your last report? \_\_\_\_\_  
**If so, attach a list of publications in which ads appeared, the dates of advertising and copies of such ads.**

D. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of your program? \_\_\_\_\_  
**If so, please attach a detailed report of such changes.**

E. Has there been adjustments in your job prerequisites of your recruiting and intake procedures? \_\_\_\_\_  
**If so, please attach a detailed report of such changes.**

F. Has any effort been made since your last report in disseminating your policy to all employees or in encouraging them to refer minority or female applicants? \_\_\_\_\_  
**If so, please attach a narrative description of such efforts.**

G. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining your compliance with your program? \_\_\_\_\_

List all MBE/WBE contractors/suppliers with whom you have contracted during this reporting period.

NAME OF MBE/WBE FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

PRODUCT, SERVICE, AREA OR SCOPE OF WORK: \_\_\_\_\_

Figures for Employment Analysis section of this report were obtained from:

a. Available Employment records - Yes \_\_\_\_\_ No \_\_\_\_\_  
OR

b. \_\_\_\_\_

c. \_\_\_\_\_

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any misstatement of fact may subject this company to noncompliance procedures.

Signature: \_\_\_\_\_

Name and Title (typed or printed): \_\_\_\_\_

Date: \_\_\_\_\_

Jackson County, Missouri Request for Proposal No. 14-10, Page 4 of 12

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned acknowledges receipt of Addenda through and including numbers \_\_\_\_\_ and this bid is submitted in accordance with information, instructions and stipulations set forth therein.

Signature of Bidder:	Date:
Company Name:	Phone:
Company Address:	Fax:
City, State and Zip:	



Appendix B  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Requests for Proposals

Jackson County, Missouri Request for Proposal No. 14-10, Page 5 of 12

STATEMENT OF NO BID

TO: Jackson County Purchasing Department  
Jackson County Courthouse, Room G-1  
415 E. 12th St.  
Kansas City, MO 64106

**NOTE: Please use a single envelope when returning this page.**

We, the undersigned, have declined to submit a bid in response to Request for Proposal No. 14-10 for the following reasons:

- \_\_\_\_\_ Specifications too "tight", i.e., geared toward one brand or supplier.
- \_\_\_\_\_ Insufficient time to respond to the bid.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ We are unable to meet specifications.
- \_\_\_\_\_ We are unable to meet bond requirements.
- \_\_\_\_\_ Specifications are not clear (explain).
- \_\_\_\_\_ We are unable to meet insurance requirements.
- \_\_\_\_\_ Remove us from your list for this commodity or service.
- \_\_\_\_\_ Other (explain). \_\_\_\_\_

REMARKS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Company  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Date: \_\_\_\_\_

Jackson County, Missouri Request for Proposal No. 14-10, Page 6 of 12

## GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Request For Proposal unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements, and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Request For Proposals. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and scope of services before submitting Request for Proposal; failure to do so will be at the respondent's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Request for Proposal:** A written request for the withdrawal of a Request for Proposal or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the specified time of opening.
2. **Completeness:** All information required by the Request For Proposal must be supplied to constitute a proper response. Respondents shall not alter the Request For Qualifications documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the Request for Qualifications in the form requested. The County reserves the right to reject responses with incomplete information or which are presented in a form other than that requested in this Request For Proposal. Responses must be submitted in "hard copy" format. Responses submitted electronically, on computer diskette, or by FAX will not be considered by the County.
3. **Request for Proposal Binding For 90 Days:** Unless otherwise specified all responses submitted shall be binding for ninety (90) calendar days following the Request for Qualifications opening date, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.
4. **Conditional Responses:** Conditional or qualified responses are subject to rejection in whole or in part. All exceptions to the requirements, conditions, scope of services, or other provisions of this Request For Proposal must be made in writing and attached as Exhibit F to the response when it is submitted by the Respondent. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and are determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the requirements, conditions, scope of services and provisions of the Request For Proposal shall prevail.
5. **Questions Regarding General Conditions, Scope of Services or any other provision of this Request for Proposal:** Any information relative to interpretation of General Conditions, Scope of Services or any other provisions shall be requested of the Purchasing Supervisor, in writing, in ample time before the opening of responses. All questions must be received by the Purchasing Supervisor seven (7) business days before the date set for the opening of proposals. Any interpretation made to prospective Respondents will be expressed in the form of an addendum to the Request For Proposal which, if issued, will be no later than three (3) business days before the date set for the opening of proposals. Addendums to this Request for Proposal will be posted on the County's website @ [www.jacksongov.org](http://www.jacksongov.org). Oral answers will not be binding on the County. Each Respondent shall ascertain prior to submitting his response that he has received all Addenda issued, and shall acknowledge the receipt of such on the form provided herein.
6. **The County reserves the right to reject any or all responses, to waive technical defects in responses, and to select the response(s) deemed most advantageous to the County.**
7. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.
8. **Communications and Notices:** Any written notice to the Contractor shall be deemed sufficient when deposited in the United State Mail postage prepaid; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract, or at such address as the contractor may have requested in writing.

Jackson County, Missouri Request for Proposal No. 14-10, Page 7 of 12

### **GENERAL CONDITIONS, CONTINUED**

09. **Bankruptcy or Insolvency:** Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify Jackson County's Director of Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right at its sole discretion to either affirm the contract, or, cancel the contract and hold the Contractor responsible for damages.

10. **Tax Clearance Required:** No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County.

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Purchasing shall cause a search to be made of the County tax rolls, to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible bidder for a given Purchase Order or Contract is ineligible under this section, the Director of Purchasing may, where time is not of the essence to the County, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the Director of Purchasing deems time to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

11. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of any resulting contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract. The Contractor shall give his personal attention to any portion of this contract which has been sublet and he shall be responsible for its proper completion.

The Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action Compliance by his subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

Jackson County reserves the right to approve or reject the Respondent's proposed subcontractors in accordance with these and any other requirements of this Request For Proposals.

12. **Equal Opportunity:** The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination and affirmative action programs.

Jackson County, Missouri Request for Proposal No. 14-10, Page 8 of 12

**GENERAL CONDITIONS, CONTINUED**

12. Equal Opportunity: The Contractor shall maintain policies of employment as follows, Continued:

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex, disability or national origin.

13. Foreign Corporations: Firms submitting proposals as corporations which are not incorporated in the State of Missouri must include with their proposal a copy of a properly executed **Certificate of Authority of a Foreign Corporation** authorizing their firm to do business in the State of Missouri.

14. Omissions in Responses: Omission in the response of any provision herein prescribed shall not be construed as to relieve the Contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment/items and services. Any exception to the proposal must be in writing (Exhibit F) and not be omission.

15. Contractor and every subcontractor or person performing or contracting to perform any duty contemplated by this Request For Proposal shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the performance of its contract, and shall at all times comply with such laws, ordinances and regulations.

16. Conflict of Interest: Respondent warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Jackson County or its governing body and no other public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

17. It shall be the responsibility of all Respondents to warrant that all goods, services and/or work to be procured and/or performed under any resulting contract shall conform to and/or be performed in compliance with all applicable Federal, State and Local Statutes, Ordinances and Codes including but not limited to the Americans With Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinances and Codes together with any costs associated with collection of said damages.

18. Fund Allocation: Continuance of any resulting agreement, contract or issuance of purchase orders after December 31<sup>st</sup> of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

19. Applicable Laws and Courts: Any contract or agreement resulting from this Request for Proposal shall be governed in all respects by the laws of the State of Missouri and any litigation with respect thereto shall be brought in the courts of the State of Missouri. The Respondent shall comply with applicable federal, state and local laws and regulations.

Jackson County, Missouri Request for Proposal No. 14-10, Page 9 of 12

## **INTRODUCTION**

Jackson County, Missouri is seeking proposals from Legislative and Governmental Consultants to perform Federal Legislative Lobbying Services for the Jackson County, Missouri County Executive's Office.

## **SCOPE OF SERVICES**

Consulting, advising and lobbying services to the County on an "As Needed" basis, as the County shall deem appropriate. Among the services to be provided

- (1) Acting as advocates for and representing the County before Congress and other federally elected and appointed officials and standing committees;
- (2) Assisting the County in finalizing its federal program to include pursuing the passage and/or defeat of federal legislation, policies, programs or directives that may directly impact Jackson County;
- (3) Providing weekly reports of bills of County interest in formats acceptable to the County prioritized beginning with bills of general County interest;
- (4) Providing weekly reports of the activities the Lobbyist has engaged in to further the Legislative priorities of Jackson County;
- (5) Providing advice and assistance on special projects that may arise during the year that entails Lobbying or access to federal officials;
- (6) Confer with the County Executive and County Legislature at least twice during the Contract year and more often as the County sees fit for such briefings and dialogue as are necessary and; monitoring and analyzing legislation that affects the County's interests.

This Contract will be for Twelve Months with two Twelve Month renewal options. This Contract may be cancelled by either party with Thirty Days written notice to the other party.

The successful Respondent understands and agrees that they will be rendering all services hereunder as an independent Contractor and not as an employee of Jackson County. The successful Respondent shall not be eligible for coverage under any County benefit plan as a result of any agreement or Contract. The successful Respondent shall supply their own office space, equipment, materials, etc. as needed and shall have sole responsibility for determining the manner in which they perform the services hereunder. The County understands and agrees that the successful Respondent shall not be subject to supervision by the County in the performance of such services. The County shall not set work schedules.

The successful Respondent understands that the County is entering into this Agreement/Contract relying on their special and unique abilities with respect to performing the scope of services specified herein. Accordingly, any attempted or purported assignment of this Agreement/Contract shall be null and void unless the County has given its prior written consent to assignment, which may be conditioned, as the County deems appropriate.

Except with the County's permission, the successful Respondent agrees not to represent or lobby on behalf of any group with interests which the County deems to conflict with that of the County's. If the successful Respondent wishes to act as a consultant for such a company or group, they must first seek and receive the County Executive's written permission to do so, such permission being given at the discretion of the County. Any such request and any such permission may be conditioned and specific to certain issues, bills and/or time periods. Due to the County's sensitivity to conflicts of interest, the successful Respondent shall include in their proposal an explanation including how they would address conflict of interest issues.

The successful Respondent shall fully comply with all applicable federal and state laws, rules, regulations, including those governing conflict of interest and lobbying and the Missouri Ethics Commission. Without limiting the foregoing, the successful Respondent shall file in a complete and timely manner all registrations and reports required by Missouri conflict of interest/lobbying laws.

Jackson County, Missouri Request for Proposal No. 14-10, Page 10 of 12

### PROPOSAL FORMAT

Respondent's proposal shall be an original document **plus five copies**. To facilitate the evaluation of proposals, proposal shall be organized in the following manner:

- (1) Cover Letter
- (2) All forms contained within this Request for Proposal package, filled out, signed and notarized where necessary.
- (3) Executive Summary of Respondent's Company to include the following information:
  - (A) Firm Experience and Resumes of Key Personnel: submit a brief description of the firm, including a list of clients for whom the same or similar work has been performed within the last five years. The name and telephone number of a representative for each of the identified clients must be included so references can be checked. Include resumes of key personnel.
  - (B) The names and qualifications for those members of the firm who will be directly involved with or responsible for the proposed services including the name(s) of additional firms, if any, to which along with each firm's experience, the contact(s), and the proposed charge rates. Elaborate on how the Respondent proposes to provide the service identified with the "Scope of Service".
  - (C) Describe the depth, understanding, experience and knowledge of the federal grant making and appropriation process and with the federal contracting and procurement requirements.
  - (D) State experience in working with various federal agencies and with elected members of Congress.
  - (E) Characterize the advise and direction regarding long term planning and project development together with the assistance provided to advance civic or business goals with the federal legislative or executive legislative branches
  - (F) Relate actions regarding long term planning and project development together with assistance with public relations and message development; provide educational, advocacy and outreach assistance.
- (4) Proposed Minority-Owned/Women Owned Business Enterprise (MBE/WBE) participation. Firms should indicate the proposed scope and extent of a Minority-Owned/Women-Owned Business Enterprise.
- (5) Pricing: Compensation for work to be provided shall be on a time and expense basis with a maximum amount specified. Respondent shall identify the time for which each of the quoted prices are valid. **Provide pricing in a separate sealed envelope within the proposal package.**

### EVALUATION PROCESS

All Proposal received that are responsive to the Terms, Conditions and Specifications of this Request for Proposal will be evaluated. A determination will be made based upon firm experience, personnel, ability to perform, additional services and price. The County reserves the sole right to determine whether a Proposal is responsive and to waive any minor technicalities contained therein, and to reject any and all Proposals.

### CONTRACT NEGOTIATIONS

Upon selection of the successful Proposal, a Contract incorporating the Terms, Conditions and Specifications of this Request for Proposal and acceptable to both parties will be prepared and executed by both parties. Should the parties, within a reasonable time frame, as determined by Jackson County, Missouri, fail to develop and execute and mutually agreeable Contract, and upon a three (3) business day written notification to the selected respondent, the County may reject the proposal and proceed to award the Contract to the next "best" respondent.

The County does not generally use standard contract forms which may be provided by the Respondent. The contract documents used by the County will include both the Request for Proposal and the Respondent's proposal. In the event that conflicts in language exist between the Request for Proposal and the Respondent's proposal, the provisions of the Request for Proposal, the provisions of the Request for Proposal shall govern. The Respondent shall list any and all exceptions as instructed under General Conditions, Item Number Five of this Request for Proposal. Please note that Respondent's Proposal is subject to Rejection if Exceptions to the County's Standard Agreement are requested.

Jackson County, Missouri Request for Proposal No. 14-10, Page 11 of 12

### **CONTRACT NEGOTIATIONS, CONTINUED**

Respondent must agree to the following standard provisions:

**Indemnification:** (Contractor) agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from damages and losses arising from the negligent acts, errors or omissions of (Contractor) in the performance of the work under this Agreement, to the extent that (Contractor) is responsible for such damages and losses on a comparative basis of fault and responsibility between (Contractor) and the County. (Contractor) is not obligated to indemnify the County for the County's own negligence.

**Independent Contractor:** (Contractor) shall work as an independent contractor and not as an employee of the County. (Contractor) shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. (Contractor) shall report all earnings received hereunder as gross income, and shall be responsible for its own Federal, State and City withholdings taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

**Confidentiality:** (Contractor) acknowledges and agrees that all County information and records are confidential and will not disclose or make available this information or records to anyone outside the County organization unless authorized to do so in writing by the County.

**Complete Agreement:** Parties agree that this Agreement together with Jackson County, Missouri Request for Proposal No. 2-07 and (Contractor's) response thereto constitute the complete and exclusive statement of the agreement between the Parties which supercedes all prior proposals or understandings or agreements, oral or written, and all other communications between Parties relating to the subject matter of this Agreement.

**Notices:** Any notice which either Party shall be required by this Agreement to give the other shall be in writing and delivered by mail addressed to the respective Parties as follows, or to such other addresses, as the respective Parties may designate from time to time:

County: Jackson County, Missouri  
415 East 12<sup>th</sup> Street, Room 105  
Kansas City, Missouri 64106

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **QUESTIONS**

All questions regarding this Request for Proposal must be in writing or emailed as detailed under General Conditions, Item Number Five on Page Six of this Request for Proposal. Point of Contact for the Purchasing Department is Barbara Casamento, email address is [bcasamento@jacksongov.org](mailto:bcasamento@jacksongov.org). All questions will be answered in the form of Addenda.







## **PURCHASING DEPARTMENT**

**JACKSON COUNTY COURTHOUSE**  
415 EAST 12TH STREET  
KANSAS CITY, MISSOURI 64106

816-881-3267  
Fax 816-881-3268

Request for Proposal No. 14-10  
Addendum No. 1  
Issued: March 24, 2010  
Page 1 of 1

This Addendum hereby changes, modifies and amends the previously issued Request for Proposal as follows:

**Answers to Questions received as of March 23, 2010:**

- (1) Could you please clarify the preferred method of inclusion of proposed fees in responses to RFP 14-10 for Federal Lobbyist Services? On page 10 of the RFP, in the Proposal Format, section 3(b) requests the inclusion of "proposed charge rates", yet section 5 requests that proposed pricing be provided in a separate sealed envelope. If appropriate, please clarify the difference between proposed charge rates and proposed pricing.

**Answer:** Section 3B is requesting the names and qualifications for the members of the Respondent's firm who will be directly involved with or responsible for the proposed services of the RFP; AND the names and information on additional firms, if any, the Respondent will utilize on this RFP. IF the Respondent is utilizing additional firms, Respondent will need to include information in their proposal on the additional firms experience, contacts and proposed rates/pricing. The proposed rates/pricing of additional firms, if any, should be included with Respondent's pricing for this RFP in the separate sealed envelope within the proposal package.

**Please Note:** The Proposal Closing Date and Time of **April 6, 2010 at 2:00 PM, CDT** remains intact. If you have any questions concerning this Addendum, please contact Barbara Casamento at [bcasamento@jacksongov.org](mailto:bcasamento@jacksongov.org).

There are no further changes, modifications or amendments.

  
Q. Troy Thomas  
Director of Finance and Purchasing



## **PURCHASING DEPARTMENT**

415 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106

816-881-3267  
Fax 816-881-3268

REQUEST FOR PROPOSAL NO. 78-13  
ISSUED: DECEMBER 3, 2013  
PAGE 1 OF 17

Jackson County, Missouri is seeking Proposals from Legislative and Governmental Consultants to perform Federal Legislative Lobbying Services for the Jackson County, Missouri County Executive's Office.

Enclose your proposal in a sealed opaque envelope with the above Request for Proposal number written on the face of the envelope and deliver it to the **Office of the Jackson County Purchasing Department, Room G-1, Ground Floor, Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106** no later than **2:00pm CST on December 31, 2013**, otherwise your Proposal will be **REJECTED**. There will be a public opening of proposals at 2:05pm CST on December 31, 2013, in the Dutch Newman Conference Room, Second Floor of the Jackson County Courthouse at the above address.

Disabled Persons wishing to participate in the Proposal Opening and who require a reasonable accommodation may call Jackson County Purchasing Department at 881-3267 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required.

Point of Contact for this Request for Proposal is Barbara Casamento @ 816-881-3253. All questions must be emailed to the Buyer @ [bcasamento@jacksongov.org](mailto:bcasamento@jacksongov.org) as detailed under General Conditions, Item Five on Page 7, and Section 6.0 on Page 15 of this Request for Proposal.

By submitting a Proposal, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any Respondent; and (2) to reject any or all offers.

Your returned Proposal shall be an original **plus five copies** as detailed in Section 3.0 Proposal Format, Pages 12 and 13 of this Request for Proposal.

If you have a current (issued within in the last 12 months and Mandatory Annual Report turned in) Certificate of Compliance from **Jackson County, Missouri**, a copy of that certificate may be included in your proposal instead of the Compliance Report Form on Pages 3 and 4 of this Request for Proposal.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Respondent's proposal. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Respondent or the Respondent's proposal will be deemed NON-RESPONSIVE.

**PLEASE NOTE:** The Successful Respondent will have to provide a Certificate of Insurance as outlined in Item Thirteen of the General Conditions and Exhibit A, Page 16 of this Request for Proposal.

Q. TROY THOMAS  
Director of Finance and Purchasing

Appendix B  
Jackson County  
No-Bid Contracts and Other Expenditures  
Federal Lobbying Requests for Proposals

Jackson County Missouri Request for Proposal No. 78-13  
Page 2 of 17

**AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ of the City of \_\_\_\_\_  
County of \_\_\_\_\_ State of \_\_\_\_\_ being duly sworn on her or his oath, deposes and says;

1. That I am the \_\_\_\_\_ (Title of Affiant) of \_\_\_\_\_ (Name of Respondent) and have been authorized by said Respondent to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Respondent is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of respondent).
3. If Respondent were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Respondent is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Respondent did not have on December 31, 2012 any property subject to taxation by the County and if respondent is duly listed and assessed on the tax rolls of Jackson County, Missouri, respondent agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Respondent has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Respondent certifies and warrants that Respondent or Respondent's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.
7. Respondent certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Respondent certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

\_\_\_\_\_ (Name of Respondent)

By: \_\_\_\_\_ (Signature of Affiant)

\_\_\_\_\_ (Title of Affiant)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the County of \_\_\_\_\_ (SEAL)

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Jackson County Missouri Request for Proposal No. 78-13  
Page 3 of 17

**JACKSON COUNTY, MISSOURI  
COMPLIANCE REVIEW FORM**

**Report Date:** \_\_\_\_\_ (All reports expire annually on December 31<sup>st</sup>)

**DIRECTIONS FOR COMPLETION:**

Please fill out form completely. If a question refers to "past report" and this is your first one, place "1<sup>st</sup> Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816) 881-3467.

**Mail/Fax or Email reports to:**

Tom Wyrsh  
Contract Compliance Review Director  
415 East 12<sup>th</sup> Street - 2<sup>nd</sup> Floor  
Kansas City, Missouri 64106

EMAIL: [cro@jacksongov.org](mailto:cro@jacksongov.org)

FAX: (816) 881-1223

**1. COMPANY DESCRIPTION:**

Name of Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Website Address: \_\_\_\_\_  
Area Code \_\_\_\_\_ Telephone Number \_\_\_\_\_  
Representative Name \_\_\_\_\_

**2. COMPANY STATISTICS:**

- A. Total number of Employees \_\_\_\_\_  
B. Total Number of Employees who are:  
1. Women \_\_\_\_\_ 4. Asian \_\_\_\_\_  
2. Hispanic \_\_\_\_\_ 5. American Indian \_\_\_\_\_  
3. Black \_\_\_\_\_ 6. Other \_\_\_\_\_

**YES NO N/A**

3. Has your company advertised for applicants since your report? \_\_\_\_\_  
If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement

4. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program? \_\_\_\_\_  
If so, please attach a detailed report of such efforts

5. Have there been any adjustments in your job prerequisites or your recruiting and intake procedures? \_\_\_\_\_  
If so, please attach a narrative of such efforts.

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Jackson County Missouri Request for Proposal No. 78-13  
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	YES	NO	N/A
6. Has any effort been made since your last report in disseminating your policy to all your employees or in encouraging them to refer Minority or Female applicants? <u>If so, please attach a narrative of such efforts.</u>	_____	_____	_____
7. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs?	_____	_____	_____

List all minority contractors/suppliers (Minority Owned Business Enterprises MBE or Women Owned Business Enterprises WBE) with which you have contracted during this reporting period.

NAME OF COMPANY \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
REPRESENTATIVE NAME \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_  
WEBSITE ADDRESS \_\_\_\_\_  
PRODUCTS, SERVICE, AREA OF SCOPE OF WORK:

DURATION OF CONTRACT \_\_\_\_\_  
AMOUNT OF CONTRACT \_\_\_\_\_

REPEAT THE ABOVE INFORMATION ON A SEPARATE SHEET FOR ADDITIONAL MBE/WBE FIRMS WITH WHOM YOU HAVE CONTRACTED.

Figures of Employment Analysis section of this report was obtained from:

	YES	NO
1. Available employment	_____	_____
2. Visual check	_____	_____
3. Other (specify) _____	_____	_____

This Compliance Review Form was prepared and submitted by:

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title  
\_\_\_\_\_  
Date

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any mis-statement of fact may subject this company to non-compliance procedures.

Appendix B  
Jackson County  
No-Bid Contracts and Other Expenditures  
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Jackson County Missouri Request for Proposal No. 78-13  
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**STATEMENT OF NO BID**

TO: Jackson County Purchasing Department  
Jackson County Courthouse  
415 East 12th Street, Room G1  
Kansas City, MO 64106

We, the undersigned, have declined to submit a proposal in response to the above Request for Proposal for the following reasons(s):

- ☐ Specifications too "tight", i.e., geared toward one brand or supplier.
- ☐ Insufficient time to respond to the proposal.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet specifications.
- ☐ We are unable to meet bond requirements.
- ☐ Specifications are not clear (explain).
- ☐ We are unable to meet insurance requirements.
- ☐ Remove us from your list for this commodity or service.
- ☐ Other (explain). \_\_\_\_\_

REMARKS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Jackson County Missouri Request for Proposal No. 78-13  
Page 6 of 17

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned acknowledges receipt of Addenda through and including numbers \_\_\_\_\_ and that this Proposal is submitted in accordance with information, instructions, and stipulations set forth therein.

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, and Zip

\_\_\_\_\_  
Phone

Appendix B  
Jackson County  
No-Bid Contracts and Other Expenditures  
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**GENERAL CONDITIONS**

The General Conditions which follow apply to and are a part of this Request for Proposal unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements, and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Request for Proposal. Respondents or their authorized representatives are expected to fully inform themselves as to the General Conditions, Requirements, and any other provisions before submitting proposals; failure to do so will be at the Respondent's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Proposals:** A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the specified time of opening.

2. **Completeness:** All information required by the Request for Proposal must be supplied to constitute a proper proposal. Respondents shall not alter the Request for Proposal documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the Proposal in the form requested. The County reserves the right to reject proposals with incomplete information or which are presented in a form other than that requested in this Request for Proposals. Proposals must be submitted in "hard copy" form. Proposals submitted electronically, on computer diskettes, or by FAX will not be considered by the County.

3. **Proposals Binding For 90 Days:** Unless otherwise specified all proposals submitted shall be binding for ninety (90) calendar days following the proposal opening date, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.

4. **Exceptions:** Conditional or qualified proposals are subject to rejection in whole or in part. All exceptions to the requirements of this Request for Proposal must be made in writing and attached as Exhibit F to the proposal when it is submitted by the Respondent. The County will consider minor exceptions to its requirements. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Request for Proposal (ex: comparable manufacturer or alternate proposals where allowed by the Request for Proposal). The County will not consider exceptions to its General Conditions, Forms or Insurance Requirements. The County reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the specifications of the Request for Proposal shall prevail.

5. **Questions Regarding General Conditions, Requirements or any other provision of this Request for Proposal:** Any information relative to interpretation of General Conditions, Requirements or any other provision of this Request for Proposal shall be requested of the Purchasing Supervisor, in writing, in ample time before the opening of proposals. All questions must be received by the Purchasing Supervisor by **December 23, 2013**. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the Request for Proposal which, if issued, will be sent no later than three (3) business days before the date set for opening of proposals. Addendums to this Request for Proposal will be posted on the County's website @ [www.jacksongov.org](http://www.jacksongov.org). Oral answers will not be binding on the County. Each respondent shall ascertain prior to submitting his proposal that he has received all Addenda issued, and shall acknowledge the receipt of such on the form provided herein. Failure to adhere to this policy may cause your proposal to be REJECTED.

6. **Applicable Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law.

7. **Communications and Notices:** Any written notice to the Contractor shall be deemed sufficient when deposited in the United States Mail postage prepaid; faxed; e-mailed; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address, or at such address as the contractor may have requested. County may also post communications and notices to the County's internet site. Respondents are responsible for checking the County's website for communications and notices.



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8. Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, for assignee of the benefit of creditors, the Contractor must notify Jackson County's Director of Finance and Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right as its sole discretion to either affirm the contract, or, cancel the contract and hold the Contractor responsible for damages.

9. Patents: Respondent agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

10. By virtue of statutory authority, the Director of Finance and Purchasing shall give preference to all commodities manufactured, mined, produced or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is same or less.

11. Material Standards: All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

12. Tax Clearance Required: No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County.

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, proposal, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Finance and Purchasing shall cause a search to be made of the County tax rolls, to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible respondent for a given purchase order is ineligible under this section, the Director of Finance and Purchasing may, where time is not of the essence to the County, notify the respondent and allow three (3) days for the respondent to correct the deficiency or pay up any delinquency involved. If the respondent fails, after such notice, to comply within three (3) days, or if the Director of Finance and Purchasing deems time to be of the essence, he shall proceed as though the next lowest/highest responsible respondent who is eligible under this section had entered the lowest/highest proposal.

13. Insurance and Indemnification: The Successful Contractor shall defend, indemnify, and hold harmless Jackson County and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions in connection with the operations or work included or undertaken in the performance of this contract, caused in whole or in part by Contractor, its employees, agents, or subcontractors, or caused by others for whom Contractor is liable, regardless of whether or not caused in part by any act or omission of Jackson County, its agencies, officials, officers, or employees. Contractor's obligations under this section with respect to indemnification for acts or omissions of Jackson County, its agencies, officials, officers, or employees shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Contractor as described in Exhibit A of this Request for Proposal. Contractor shall file Certificates of Insurance with Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

14. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex or national origin.

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15. Foreign Corporations: Firms submitting proposals as corporations which are not incorporated in the State of Missouri must include with their proposal a properly executed **Certificate of Registration for Foreign Corporation** authorizing the firm to do business in the State of Missouri.

16. Errors in Proposals: Respondent shall be bound by its proposal even though the proposal is based on an erroneous calculation, and Respondent shall have no right to withdraw its proposal after the Response Deadline on the basis of an error in calculation of its proposal. Carelessness in quoting prices, or in preparation of proposal, will not relieve the Respondent in case of errors. Erasures or changes in proposals must be initialed.

17. Omission in Proposals: Omission in the proposal of any provision herein prescribed shall not be construed as to relieve the contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment and services. Any exception to the provision of the Request for Proposals must be in writing and not by omission.

18. No lowest/highest Respondent shall receive a business expectancy merely because his proposal is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.

19. Conflict of Interest: Respondent warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Jackson County or its governing body and no public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking of carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of this services hereunder. The Contractor further covenants that no person having such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

20. Respondent certifies that all goods to be supplied to the County as a result of contracts awarded under this Request for Proposal were produced in compliance with all applicable requirements of section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

21. It shall be the responsibility of all Respondents to warrant that all goods, services, and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State, and Local Statutes, Ordinances and Codes including but not limited to the American with Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinances and Codes together with any costs associated with collection of said damages.

22. Fund Allocation: Continuance of any resulting contract or issuance of purchase orders after December 31 of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

23. As a condition for the award of any contract or grant in excess of five thousand dollars by the County to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis.

24. Qualifications of Respondents: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the respondent to perform the work and the respondent shall furnish to the County all such information and data for this purpose, as may be requested. The County reserves the right to inspect respondent's physical plant prior to award to satisfy questions regarding the respondent's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by or investigations of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

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25. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract.

The Contractor shall give his personal attention to any portion of this contract which has been sublet and he shall be responsible for its proper completion.

The Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action Compliance by his subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

Jackson County reserves the right to approve or reject the Respondent's proposed subcontractors in accordance with these and any other requirements of this Request for Proposal.

26. This contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Jackson County, Missouri will be open to the public, unless subject to statutory exception, as Jackson County, Missouri is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.021(12), sealed proposals and related documents, once the proposal documents have been opened, along with any related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021(12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all proposals have been rejected.

27. Discussions and Negotiations: The County, in its sole discretion, may do any or all of the following:

- a) evaluate proposals and award a contract with or without discussions or negotiations with any or all Respondents;
- b) discuss and negotiate anything and everything with any Respondent or Respondents at any time;
- c) request additional information from any Respondent;
- d) request a Respondent or Respondents to submit a new Proposal;
- e) request one or more best and final offers from any or all Respondents;
- f) accept any Proposal in whole or part;
- g) require a Respondent to make modifications to their initial Proposal;
- h) make a partial award to any or all Respondents;
- i) make multiple awards to any or all Respondents;
- j) terminate this RFP and reissue an amended RFP.

## **1.0 INTRODUCTION**

Jackson County, Missouri is seeking proposals from Legislative and Governmental Consultants to perform Federal Legislative Lobbying Services for the Jackson County, Missouri County Executive's Office.

## **2.0 SCOPE OF SERVICES**

- 2.1** Consulting, advising and lobbying services for the County on an "as needed" basis, as the County shall deem appropriate. Services will include, but not be limited to, the following:
- 2.1.1** Acting as advocates for and representing the County before Congress and other federally elected and appointed officials and standing committees;
  - 2.1.2** Assisting the County in finalizing its federal program to include pursuing the passage and/or defeat of federal legislation, policies, programs or directives that may directly impact Jackson County;
  - 2.1.3** Providing weekly reports of bills of County interest in formats acceptable to the County prioritized beginning with bills of general County interest;
  - 2.1.4** Providing weekly reports of the activities the Lobbyist has engaged in to further the Legislative priorities of Jackson County;
  - 2.1.5** Providing advice and assistance on special projects that may arise during the year that entails Lobbying or access to Federal Officials;
  - 2.1.6** Confer with the County Executive and County Legislature at least twice during the contract year and more often as the County sees fit for such briefings and dialogue as are necessary;
  - 2.1.7** Monitoring and analyzing legislation field in the General Assembly that affects the County's interests.
- 2.2** This Contract will be for Twelve Months with four Twelve Month renewal options. This contract may be cancelled by either party with Thirty Days written notice to the other party.
- 2.3** The Successful Respondent understands and agrees that they will be rendering all services hereunder as an independent contractor and not as an employee of Jackson County, Missouri. The Successful Respondent shall not be eligible for coverage under any County benefit plan as a result of any agreement. The Successful Respondent shall supply their own office space, equipment, materials, etc. as needed and shall have sole responsibility for determining the manner in which they perform the services hereunder. The County understands and agrees that the Successful Respondent shall not be subject to supervision by the County in the performance of such services. The County shall not set work schedules.
- 2.4** The Successful Respondent understands that the County is entering into this Agreement/Contract relying on their special and unique abilities with respect to performing the Scope of Services specified herein. Accordingly, any attempted or purported assignment of this Agreement/Contract shall be null and void unless the County has given its prior written consent to assignment, which may be conditioned, as the County deems appropriate.

- 2.5 Except with the County's permission, the Successful Respondent agrees not to represent or lobby on behalf of any group with interests which the County deems to conflict with that of the County's. If the Successful Respondent wishes to act as a consultant for such a company or group, they must first seek and receive the County Executive's written permission to do so, such permission being given at the discretion of the County. Any such request and any such permission may be conditioned and specific to certain issues, bills and/or time periods. Due to the County's sensitivity to conflicts of interest, the Successful Respondent shall include in their proposal an explanation including how they would address conflict of interest issues.
- 2.6 The Successful Respondent shall fully comply with all applicable federal and state laws, rules, regulations, including those governing conflict of interest and lobbying and the Missouri Ethics Commission. Without limiting the foregoing, the Successful Respondent shall file in a complete and timely manner all registration and reports required by Missouri Conflict of Interest/Lobbying Laws.

### 3.0 PROPOSAL FORMAT

Respondent's proposal shall be an **original document plus five copies**. To facilitate the evaluation of proposals, proposal shall be organized in the following manner:

- 3.1 Cover Letter including the Respondent's Name, Firm Name, Address, Telephone Number and Email Address;
- 3.2 All forms contained in this Request for Proposal Package;
- 3.3 The balance of the Request for Proposal Package;
- 3.4 Executive Summary of Respondent's Firm to include the following:
- 3.4.1 Firm Experience: submit a brief description of the firm, including a list of clients for whom the same or similar work has been performed within the last five years. The name, telephone and email address of a representative for each of the identified clients must be included so references can be checked.
  - 3.4.2 The names and qualifications for those members of the firm who will be directly involved or responsible for the proposed services.
  - 3.4.3 Ability to Perform: the Respondent is required to provide a description of how the Respondent proposes to provide the services identified within the "Scope of Services".
  - 3.4.4 Additional Services: the Respondent shall provide a description of any services the Respondent proposes to provide that are in addition to those services specifically requested by this Request for Proposal.
- 3.5 Proposed Minority-Owned/Women-Owned Business Enterprise (MBE/WBE) participations: Respondent should indicate the proposed scope and extent of a Minority-Owned/Women-Owned Business Enterprise.
- 3.6 Explanation of how Respondent would address conflict of interest issues.

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- 3.7 Pricing: Compensation for work to be provided shall be on a time and expense basis with a maximum amount specified. Respondent shall identify the time for which each of the quoted prices are valid. **Pricing shall be provided in a separate, sealed envelope within the Request for Proposal package.**

#### 4.0 EVALUATION PROCESS

- 4.1 All proposals received that are responsive to the Terms, Conditions and Scope of Services will be evaluated.
- 4.2 A determination will be made based upon firm experience, personnel, ability to perform, additional services and prices.
- 4.3 The County will consider MBE/WBE ownership and/or participation as a component of the "experience" evaluation criteria.
- 4.4 The County reserves the right to determine whether a proposal is responsive and to waive any minor technicalities contained therein, and to reject any and all proposals.
- 4.5 The County shall be the sole judge of the proposals submitted for this Request for Proposal and its decision shall be final.

#### 5.0 CONTRACT NEGOTIATIONS

- 5.1 Upon the selection of the successful Proposal, a contract incorporating the General Conditions, Scope of Services and any other provisions of this Request for Proposal and acceptable to both parties will be prepared and executed by both parties. Should the parties, within a reasonable time frame, as determined by Jackson County, Missouri fail to develop and execute a mutually agreeable Contract, and upon a three (3) business day notification to the selected respondent, the County may reject the proposal and proceed to award the Contract to the next "best" respondent.
- 5.2 Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- 5.3 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
- Respondent's entire proposal;
  - Respondent's pricing;
  - Respondent's proposed method of performance, including schedule of events and/or deliverables;
  - Respondent's experience information including customer lists or references;
  - Respondent's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest.

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5.4 The County does generally use standard contract forms which may be provided by the Respondent. The contract documents used by the County will include both the Request for Proposal and the Respondent's proposal. In the event that conflicts in language exist between the Request for Proposal and the Respondent's proposal, the provisions of the Request for Proposal shall govern. The Respondent shall list any and all exceptions as instructed under General Conditions, Item Number Five of this Request for Proposal. Please note that the Respondent's Proposal is subject to rejection if Exceptions to the County's Standard Contract/Agreement are requested.

5.5 Respondent must agree to the following standard provisions:

Indemnification: (Contractor) agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from damages and losses arising from the negligent acts, errors or omissions of (Contractor) in the performance of the work under this Agreement, to the extent that (Contractor) is responsible for such damages and losses on a comparative basis of fault and responsibility between (Contractor) and the County. (Contractor) is not obligated to indemnify the County for the County's own negligence.

Independent Contractor: (Contractor) shall work as an independent contractor and not as an employee of the County. (Contractor) shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for its own Federal, State and City withholdings taxes and all other taxes, and operate it's business independent of the business of the County except as required by this Agreement.

Confidentiality: (Contractor) acknowledges and agrees that all County information and records are confidential and will not disclose or make available this information or records to anyone outside the County organization unless authorized to do so in writing by the County.

Complete Agreement: Parties agree that this Agreement together with Jackson County, Missouri Request for Proposal No. 78-13 and (Contractor's) response thereto constitute the complete and exclusive agreement between the parties which supercedes all prior proposals or understandings or agreements, oral or written, and all other communications between parties relating to the subject matter of this Agreement.

Notices: Any notice which either party shall be required by this Agreement to give the other shall be in writing and delivered by mail addressed to the respective parties as follows, or to such other addresses, as the respective parties may designate from time to time:

County: Jackson County, Missouri  
415 East 12<sup>th</sup> Street, Room 105  
Kansas City, Missouri 64106

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## 6.0 QUESTIONS

All questions regarding this Request for Proposal must be emailed as detailed under General Conditions, Item Number Five on Page Seven of this Request for Proposal by **December 23, 2013**. Point of Contact for this Request for Proposal is Barbara Casamento, email address [bcasamento@jacksongov.org](mailto:bcasamento@jacksongov.org) . All questions will answered in the form of Addenda and posted on the County's website.



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**EXHIBIT A, INSURANCE**

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on an "occurrence" basis unless an agreement, in writing, is made with Jackson County.

**1. COMMERCIAL GENERAL LIABILITY**

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

**2. COMMERCIAL AUTOMOBILE LIABILITY**

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

**3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE**

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

**4. EXCESS/UMBRELLA LIABILITY COVERAGE**

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

**5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE**

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements have been satisfied. Should any of the required insurances be cancelled before the expiration date, a notice shall be filed with the County's Director of Finance and Purchasing in accordance with policy provisions. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverage mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Finance and Purchasing may request copies of the Contractor's insurance policies for verification of coverage(s).

**6. QUALIFICATIONS INSURANCE CARRIERS**

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri.

**7. FAILURE TO MAINTAIN INSURANCE COVERAGE**

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

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**EXHIBIT F**  
**RESPONDENT'S EXCEPTIONS**  
**TO**  
**SCOPE OF SERVICES**  
**OF**  
**JACKSON COUNTY, MISSOURI REQUEST FOR PROPOSAL NO. 78-13**

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Request for Proposal. **READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the Scope of Services of Request for Proposal No. 78-13 are requested by the undersigned Respondent: (Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED

Name of Firm: \_\_\_\_\_

Signature of Respondent: \_\_\_\_\_

Handwritten text and/or stamps were added by county employees.

Some of the contracts also include exhibits and the original engagement letter.

For 2011  
approp.

CT- 51012011008

### LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 7 day of December, 2011, by and between JACKSON COUNTY, MISSOURI, hereinafter called "the County" and POLSINELLI SHUGHART PC, 700 W. 47<sup>th</sup> Street – Suite 1000, Kansas City, Missouri 64112, hereinafter called "Legal Counsel."

### WITNESSETH:

WHEREAS, Legal Counsel has agreed to provide specialized legal advice and representation to the County in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Legal Counsel and the County have agreed to be bound by the provisions hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Legal Counsel respectively promise, covenant and agree with each other as follows:

1. Legal Counsel shall provide specialized legal advice and representation to the County through lead counsel Anita Estell specifically relating to federal legislative lobbying in accordance with Request for Proposals No. 14-10, and as more specifically described in the engagement letter dated November 23, 2010, attached hereto as Exhibit A.

2. Legal Counsel shall work as an independent contractor and not as an employee of the County. Legal Counsel shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Legal Counsel shall report all earnings received hereunder as gross income, and be responsible for its

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MISSOURI

own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

3. The County shall pay Legal Counsel for services rendered under this Agreement, a fee of \$160,000. Legal Counsel shall bill County at the rate of \$13,333.33 monthly for its services, and County shall pay Legal Counsel promptly upon receipt of Legal Counsel's statement.

4. Legal counsel shall be responsible for all of the expenses of its work under this Agreement.

5. This Agreement shall commence January 1, 2011, and continue until December 31, 2011, unless sooner terminated. Legal Counsel or the County may terminate this Agreement by giving five (5) days' written notice to the other party, except as otherwise provided in Paragraph 6 of this Agreement. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Legal Counsel may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by the Legal Counsel to the County within three (3) days of the demand of the County.

6. Legal Counsel promises, covenants, and agrees, in addition to all other provisions contained herein that during the term of this Agreement, and for a period of six (6) months thereafter, Legal Counsel shall not do either of the following:

- (a) assign any portion or the whole of this contract without the prior written consent of the County;
- (b) utilize the form or substance of any Agreement or documents of every description used in any and all business operations of the County.

In the event Legal Counsel breaches this provision the County shall be entitled to collect any and all profits, gains, benefits and properties of every description received by Legal Counsel as a result of said breach. Further, the County shall be entitled to collect any and all profits, gains, benefits, and properties of every description received by Legal Counsel as a result of said breach.

7. Legal Counsel promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement and Legal Counsel's failure to so observe and perform in accordance with said terms, provisions, and requirements of this Agreement shall represent and constitute a breach of this Agreement and in such event, Legal Counsel consents and agrees as follows:

- (a) The County may without prior notice to Legal Counsel immediately terminate this Agreement; and,
- (b) In addition to the foregoing, the County shall be entitled to petition and receive from any Court a temporary and/or permanent injunction against Legal Counsel; and,
- (c) In addition to all of the foregoing, the County shall be entitled to collect from Legal Counsel all costs incurred by the County as a result of said breach including reasonable attorney's fees, reasonable accountant's fees, investigation expenses, court costs and sheriff's mileage and service fees without limitation by enumeration.

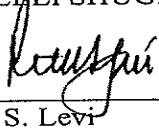
8. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

9. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

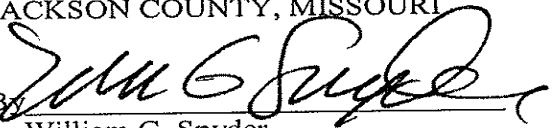
POLSINELLI SHUGHART PC

By

  
Peter S. Levi  
Shareholder

JACKSON COUNTY, MISSOURI

By

  
William G. Snyder  
Acting County Counselor

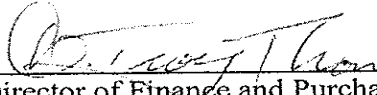
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#### REVENUE CERTIFICATE

Funds sufficient for this expenditure are subject to appropriation in the County's 2011 annual budget.

Date

December 7, 2011

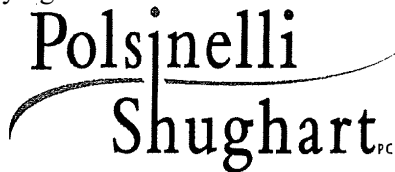
  
Director of Finance and Purchasing

001-~~6000~~ 5101 - 56020

51012011008

150,453

Contract for 160,000



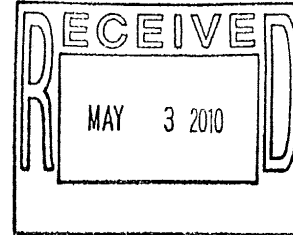
Peter S. Levi  
(816) 360-4165  
plevi@polsinelli.com

700 West 47th Street, Suite 1000  
Kansas City, MO 64112  
(816) 753-1000  
Facsimile: (816) 753-1536  
www.polsinelli.com

April 30, 2010

PERSONAL AND CONFIDENTIAL  
ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

Mr. Michael Sanders  
County Executive  
Jackson County, Missouri  
415 E. 12<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Kansas City, MO 64106



Re: Engagement Letter

Dear Mr. Sanders:

We are pleased and honored that you have chosen Polsinelli Shughart PC to represent Jackson County, Missouri (the "County") in connection with the matter described below. We thank you for your expression of confidence in us.

This letter is intended to describe the scope of the services our firm has been retained to provide during this engagement as well as the terms and conditions of the engagement. To that end, we have attached our standard **Terms of Representation** which sets forth our firm's established general policies and practices regarding representation of clients and the payment of our fees.

1. **Client.** We understand that the County will be our client. In that regard, while we will report to the County Executive from time to time and while we will work with you and other members of your team on a frequent basis, we understand that no officer, director or employee of the County will be our client.

2. **Scope of Representation.** Regarding the scope of our representation, we understand that we are being retained to represent the County and to perform the following legal services:

*Provide legal advice and representation relating to the federal legislative lobbying in accordance with Request for Proposal No. 14-10 and the response submitted by Polsinelli Shughart on April 6, 2010.*

3. **Responsibilities.** We will provide legal counsel and assistance in accordance with this letter and will rely upon information and guidance you provide to us. We will keep you reasonably informed of progress and developments, and respond to your inquiries.

In order to enable us to provide the services set forth in this letter, you will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. You will also cooperate fully with us and be available to attend meetings, conferences, hearings and other

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April 30, 2010  
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proceedings on reasonable notice, and stay reasonably informed on all developments relating to this matter.

4. **Fees and Expenses.** We will provide these services on a retainer basis at a cost of Ninety Three Thousand Three Hundred Thirty Three and 28/100 Dollars (\$93,333.28), including expenses, for the period commencing May 1, 2010 and ending December 31, 2010. Anita Estell, a Shareholder in our Public Policy Group, will be your lead counsel in our Washington, D.C. office and I will be your lead counsel in Kansas City. In accordance with the terms of Request for Proposal No. 14-10, this engagement shall be for eight months, a four month and two twelve month renewal options.

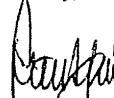
We look forward to representing the County in this matter. When you advise us otherwise, we will give you a new file or files and issue a new engagement letter for assignments which are different from this assignment.

Because this engagement is solely limited to our efforts for the County in Washington, D.C. and our representation of the County before the United States Congress, we hereby request that any potential conflict of interest between any client of our law firm and the County that would arise because of this engagement be waived by the County. By your signature below, you confirm that we can continue to represent any current clients who may now be adverse to the County and any future clients who may be adverse to the County. As a method to confirm this waiver, your counter-signature on this letter will also extend the conflict waiver contained in the earlier correspondence dated March 1, 2010, signed by William Snyder as Acting County Counselor, through the term of the engagement described herein and expand its coverage to match the "Scope of Representation" outlined herein. A copy of the March 1 letter signed by Mr. Snyder is attached as a reference.

We hope this letter and the attached Terms of Representation adequately explain the scope of our services as well as the payment terms of our fees. If they do and you are in agreement with them, please indicate your affirmation by signing the enclosed copy of this letter and returning it to me for our file.

We appreciate the opportunity to work with you and the County and look forward to a mutually beneficial relationship.


Sincerely,



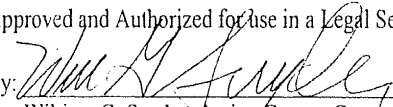
Peter S. Levi

PSL:cew

On behalf of the County, the undersigned hereby accepts the terms of the foregoing engagement letter and the attached Terms of Representation.

By:   
Michael Sanders, County Executive

Approved and Authorized for use in a Legal Services Agreement

By:   
William G. Snyder, Acting County Counselor

2670574.1



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**TERMS OF REPRESENTATION**

**Confirmation of Services.** Polsinelli Shughart PC is pleased to have this opportunity to serve you. The letter accompanying these Terms of Representation sets forth the scope of our representation. If what is set forth in the accompanying letter or in these Terms of Representation does not accurately describe your understanding of the services we are to perform or the terms for billing fees and expenses, please advise the attorney sending you the letter. Unless the attorney is notified promptly, we will assume that these Terms of Representation and the accompanying letter are acceptable to you.

**Scope of Representation.** The scope of our representation at this time is limited to providing only those services that are described in the accompanying letter. Unless otherwise noted, we will render those legal services that are necessary to the representation. No other services are intended to be provided without our mutual agreement. Later, if you determine to change materially the scope of our representation, we will need to document that in additional correspondence. Our representation is also limited to working on behalf of the client identified in the accompanying letter. The firm does not represent any other entity or individuals unless specifically stated in the accompanying letter.

**Fees Not Contingent and Due Within 30 Days.** Our fees are not contingent, and payment is due within 30 days of the receipt of the statement. If the firm has not received any comment about the statement within 30 days of its receipt, we will assume that you found it acceptable. As a means of encouraging timely payment of our statements, we reserve the right to add a late charge of 1.5% per month to bills that are past due, i.e., statements that remain unpaid for more than 30 days. Payment is to be made by check or draft payable to "Polsinelli Shughart PC."

If any of our statements remain unpaid for more than 90 days, we may, consistent with our ethical and court-imposed obligations, cease to perform services until satisfactory arrangements have been made for the payment of the unpaid statements and future fees. In fairness to our many clients who promptly pay their statements each month, we reserve the right to take appropriate action with respect to such delinquent accounts.

**Methods of Communication.** We are mindful of our obligation to preserve the client's confidential information. To that end, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this engagement. The exchange of documents using the Internet, or even direct computer-to-computer data transfer, may involve some risk that information will be retrieved by third parties. Even the use of fax machines can cause problems if documents are sent to numbers where the documents sit in open view. As part of these general issues, please be aware that (1) e-mail communication is not a secure method of communication in all circumstances, (2) any e-mail that is sent to the client or by the client may be copied and held by various computers that it passes through as it goes from the sender to the recipient, (3) persons not participating in our communication may intercept such messages by improperly accessing the client's computer or the lawyer's computer, or even some computer not related to either the client or the law firm which the e-mail passes through. However, it has been our experience that most current business communications are accomplished by electronic means. The Polsinelli Shughart Law Firm will assume that you have no objections to such communications and consent to receive communications via electronic means unless you notify us in writing to the contrary.

**Attorney-Client Communication.** Our statements generally contain information protected by the attorney-client privilege. As the privilege could be deemed to have been waived if someone other

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than the client sees the privileged material, we recommend that you keep all of our statements in a separate file marked "Attorney-Client Privileged Materials," and keep the file in a secure place.

**Payment of Third-Party Expenses.** The firm prefers that you pay directly any significant outside expense items related to your work and, when possible, we will direct such expenses to you for payment. Therefore, we often ask our vendors to bill our clients directly rather than having us incur the expense and then including the amount on our statement.

**Termination of Services and Representation.** You may terminate our services at any time. Termination of our representation does not, however, relieve you from the responsibility of paying those fees and expenses incurred through the date we were notified of such termination. Similarly, we may withdraw from this representation for a number of reasons, including failure to promptly pay the amounts indicated in our statements; failure to disclose all facts material to our representation; failure to act in accordance with our advice; or development of one or more circumstances which, in our judgment, impair our ability to maintain an effective attorney-client relationship. Upon termination of our services and representation by the client or our withdrawal from representation of the client, we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the client to the date of termination or withdrawal. We also will be entitled to payment at our standard billing rates for any work required of us in connection with the turnover of files to the client or new counsel and the orderly transition of pending matters to new counsel, and we also will be entitled to reimbursement of all expenses incurred by us in connection with such work. We will return to the client all papers and property belonging to the client, upon payment of all amounts owed by the client to the firm. Papers and communications that are part of the firm's administrative process although they may concern do not belong to the client. We reserve the right to make, at the client's expense, and retain copies of all documents generated or received by us in the course of our representation of a client. If a client requests documents from us, either during the course of our representation of the client or in connection with or following termination of or withdrawal from such representation, such documents will be provided at the client's expense, including both reproduction costs and professional fees for time expended in reviewing files to locate requested documents.

**Estimates of the Cost of Services to be Performed.** From time to time, you may ask us to make an estimate of the cost of completing all or part of your matter. Because it is often difficult to estimate at the beginning of a project how much time it will take to complete it, we treat any estimate as an "educated guess" and not as an assurance that we will be able to do the work for the estimated price. When an estimate is given, we will advise you when we are nearing the estimated price, and we will also advise you if we become aware that the estimate may be exceeded. At that time, you can decide whether to terminate our work on the project, modify the project, or proceed to completion with a different cost estimate.

**Completion of Matter.** After a particular matter is completed, we do not (unless you specifically request in writing that we do so) undertake to continue to review that matter and update you concerning legal developments, such as changes in applicable laws or regulations. If you do ask us to review a specific matter on which we have previously worked, we will consider that to be a new representation. Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant to your operations, we are not undertaking to do so as a part of this representation.

Unless previously terminated, our representation will end upon our sending you our final statement for services rendered with respect to this matter. If, upon any termination or completion of a matter, you wish to have your documents in our possession delivered to you, please advise us.

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**Client Confidences/Description of Client/Representation in Other Matters/Future Conflicts.**

Our clients are engaged in a wide variety of businesses throughout the world. From time to time, we represent clients who are industry competitors. In order to ensure confidentiality, we will not (unless you specifically grant us the authority to do so) discuss or otherwise make available to anyone, including other clients, any confidential information about you, your business or our work on your behalf and will not discuss or otherwise make available to you any confidential information about any of our other clients (if any), their business, or any work on their behalf.

Polsinelli Shughart is a large law firm and represents many other companies and individuals. For example, our firm has a national debtor-creditor, workout, and bankruptcy practice. To avoid any misunderstanding in connection with our current (and any future) engagement with the client, we confirm that we have not been asked to act as counsel for anyone other than the client described in the Engagement Letter or, if the client is a corporation, any subsidiary, parent, affiliate, or other member of the client's corporate group by acting as counsel to the client.

It is possible that during the time that we are representing the client, some of our other present or future clients will have disputes or transactions with the client referenced in the accompanying Engagement Letter. Therefore, as a condition to the firm undertaking this engagement, the client agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such other clients in those other matters are directly adverse to you.

Without limiting the generality of the foregoing, we will have the right to represent debtors, creditors' committees, creditors, shareholders, or other parties in interest in other matters, including in bankruptcy, workout, and other debtor-creditor matters, even when the client is a creditor or is otherwise interested in or potentially interested in such other matter. This would include, but not be limited to: matters, negotiations, and disputes that may arise under loan and security agreements and related documents; negotiation and disputes regarding claims, liens, debtor-in-possession financing, lift of stay issues, plan of reorganization issues; and other issues in which the client may have an interest. The client's signature on the enclosed copy of this letter will constitute its consent to any and all such conflicting representations. We agree, however, that the client's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the client, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the client's material disadvantage.

**No Guarantee.** We will perform our professional services on your behalf to the best of our ability, but we cannot make and have not made any guarantees regarding the outcome of our work on this project. Any expressions by us about the outcome of this project are our best professional views only and are limited by our factual knowledge at the time they are expressed.

**Binding Agreement.** The accompanying Engagement Letter and these Terms Of Representation represent the entire agreement between the client and the Polsinelli Shughart Law Firm with respect to this Engagement. By signing the Engagement Letter, the client acknowledges that the Engagement Letter and these Terms Of Representation have been carefully reviewed and its content understood and that the client agrees to be bound by all of its terms and conditions. Furthermore, the client acknowledges that the Polsinelli Shughart Law Firm has made no representations or guarantees to you regarding the outcome of your representation or the time necessary to resolve this matter. No change or waiver of any of the provisions of the Engagement Letter or these Terms Of Representation shall be binding on either you or the law firm unless the change is in writing and signed by both.

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**Acceptance of Terms of Representation.** If these Terms of Representation and the accompanying letter correctly and completely set forth our mutual understanding of the terms of our engagement, please sign a copy of the accompanying letter and return it to our offices for our file.

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**LEGAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into on this 19 day of JAN.,  
2012, by and between JACKSON COUNTY, MISSOURI, hereinafter called "the County" and  
POL SINELLI SHUGHART PC, 700 W. 47<sup>th</sup> Street – Suite 1000, Kansas City, Missouri 64112,  
hereinafter called "Legal Counsel."

**WITNESSETH:**

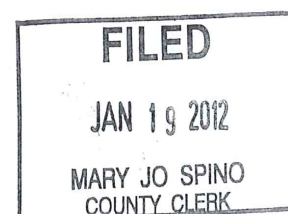
WHEREAS, Legal Counsel has agreed to provide specialized legal advice and  
representation to the County in accordance with the terms, conditions, and covenants as set forth  
in this Agreement; and,

WHEREAS, Legal Counsel and the County have agreed to be bound by the provisions  
hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions  
herein contained, County and Legal Counsel respectively promise, covenant, and agree with each  
other as follows:

1. Legal Counsel shall provide specialized legal advice and representation to the  
County through lead counsel Anita Estell specifically relating to federal legislative lobbying in  
accordance with Request for Proposals No. 14-10, and as more specifically described in the  
engagement letter dated November 23, 2010, attached hereto as Exhibit A. Pete Levi shall serve  
as the lead local counsel for this engagement. Other members of the firm may be called upon  
from time to time to lend their assistance, subject to the provisions of Sections 3 and 4 below.

2. Legal Counsel shall work as an independent contractor and not as an employee of  
the County. Legal Counsel shall be subject to the direction of the County only as to the result to  
be accomplished and not as to the means and methods for accomplishing the result. Legal



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Counsel shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

3. Without regard to the fee specified in Exhibit A, the County shall pay Legal Counsel for services rendered under this Agreement, a fee of \$190,000.00. Legal Counsel shall bill County at the rate of \$15,833.33 monthly for its services, and County shall pay Legal Counsel promptly upon receipt of Legal Counsel's statement.

4. Legal counsel shall be responsible for all of the expenses of its work under this Agreement including all research, travel, and client education expenses.

5. This Agreement shall commence January 1, 2012, and continue until December 31, 2012, unless sooner terminated. Legal Counsel or the County may terminate this Agreement by giving five (5) days' written notice to the other party, except as otherwise provided in Paragraph 6 of this Agreement. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Legal Counsel may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by the Legal Counsel to the County within three (3) days of the demand of the County.

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- (b) utilize the form or substance of any Agreement or documents of every description used in any and all business operations of the County.

In the event Legal Counsel breaches this provision the County shall be entitled to collect any and all profits, gains, benefits and properties of every description received by Legal Counsel as a result of said breach. Further, the County shall be entitled to collect any and all profits, gains, benefits, and properties of every description received by Legal Counsel as a result of said breach.

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8. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

9. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.


POLSINELLI SHUGHART PC

By

  
Peter S. Levi  
Shareholder

JACKSON COUNTY, MISSOURI

By

  
W. Stephen Nixon  
County Counselor


43-1064260

Federal I.D. #

REVENUE CERTIFICATE

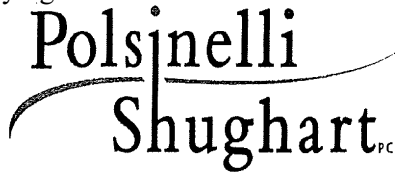
I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$190,000.00 which is hereby authorized.

  
Date

  
Director of Finance and Purchasing

Account No. 001-5101-6020  
5101 2012 004





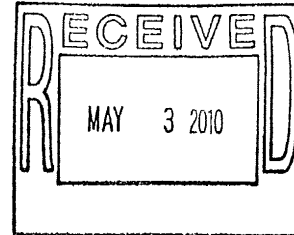
Peter S. Levi  
(816) 360-4165  
plevi@polsinelli.com

700 West 47th Street, Suite 1000  
Kansas City, MO 64112  
(816) 753-1000  
Facsimile: (816) 753-1536  
www.polsinelli.com

April 30, 2010

PERSONAL AND CONFIDENTIAL  
ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

Mr. Michael Sanders  
County Executive  
Jackson County, Missouri  
415 E. 12<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Kansas City, MO 64106



Re: Engagement Letter

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*Provide legal advice and representation relating to the federal legislative lobbying in accordance with Request for Proposal No. 14-10 and the response submitted by Polsinelli Shughart on April 6, 2010.*

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We look forward to representing the County in this matter. When you advise us otherwise, we will give you a new file or files and issue a new engagement letter for assignments which are different from this assignment.

Because this engagement is solely limited to our efforts for the County in Washington, D.C. and our representation of the County before the United States Congress, we hereby request that any potential conflict of interest between any client of our law firm and the County that would arise because of this engagement be waived by the County. By your signature below, you confirm that we can continue to represent any current clients who may now be adverse to the County and any future clients who may be adverse to the County. As a method to confirm this waiver, your counter-signature on this letter will also extend the conflict waiver contained in the earlier correspondence dated March 1, 2010, signed by William Snyder as Acting County Counselor, through the term of the engagement described herein and expand its coverage to match the "Scope of Representation" outlined herein. A copy of the March 1 letter signed by Mr. Snyder is attached as a reference.

We hope this letter and the attached Terms of Representation adequately explain the scope of our services as well as the payment terms of our fees. If they do and you are in agreement with them, please indicate your affirmation by signing the enclosed copy of this letter and returning it to me for our file:

We appreciate the opportunity to work with you and the County and look forward to a mutually beneficial relationship.


Sincerely,



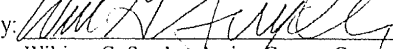
Peter S. Levi

PSL:cew

On behalf of the County, the undersigned hereby accepts the terms of the foregoing engagement letter and the attached Terms of Representation.

By:   
Michael Sanders, County Executive

Approved and Authorized for use in a Legal Services Agreement

By:   
William G. Snyder, Acting County Counselor

2670574.1

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**TERMS OF REPRESENTATION**

**Confirmation of Services.** Polsinelli Shughart PC is pleased to have this opportunity to serve you. The letter accompanying these Terms of Representation sets forth the scope of our representation. If what is set forth in the accompanying letter or in these Terms of Representation does not accurately describe your understanding of the services we are to perform or the terms for billing fees and expenses, please advise the attorney sending you the letter. Unless the attorney is notified promptly, we will assume that these Terms of Representation and the accompanying letter are acceptable to you.

**Scope of Representation.** The scope of our representation at this time is limited to providing only those services that are described in the accompanying letter. Unless otherwise noted, we will render those legal services that are necessary to the representation. No other services are intended to be provided without our mutual agreement. Later, if you determine to change materially the scope of our representation, we will need to document that in additional correspondence. Our representation is also limited to working on behalf of the client identified in the accompanying letter. The firm does not represent any other entity or individuals unless specifically stated in the accompanying letter.

**Fees Not Contingent and Due Within 30 Days.** Our fees are not contingent, and payment is due within 30 days of the receipt of the statement. If the firm has not received any comment about the statement within 30 days of its receipt, we will assume that you found it acceptable. As a means of encouraging timely payment of our statements, we reserve the right to add a late charge of 1.5% per month to bills that are past due, i.e., statements that remain unpaid for more than 30 days. Payment is to be made by check or draft payable to "Polsinelli Shughart PC."

If any of our statements remain unpaid for more than 90 days, we may, consistent with our ethical and court-imposed obligations, cease to perform services until satisfactory arrangements have been made for the payment of the unpaid statements and future fees. In fairness to our many clients who promptly pay their statements each month, we reserve the right to take appropriate action with respect to such delinquent accounts.

**Methods of Communication.** We are mindful of our obligation to preserve the client's confidential information. To that end, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this engagement. The exchange of documents using the Internet, or even direct computer-to-computer data transfer, may involve some risk that information will be retrieved by third parties. Even the use of fax machines can cause problems if documents are sent to numbers where the documents sit in open view. As part of these general issues, please be aware that (1) e-mail communication is not a secure method of communication in all circumstances, (2) any e-mail that is sent to the client or by the client may be copied and held by various computers that it passes through as it goes from the sender to the recipient, (3) persons not participating in our communication may intercept such messages by improperly accessing the client's computer or the lawyer's computer, or even some computer not related to either the client or the law firm which the e-mail passes through. However, it has been our experience that most current business communications are accomplished by electronic means. The Polsinelli Shughart Law Firm will assume that you have no objections to such communications and consent to receive communications via electronic means unless you notify us in writing to the contrary.

**Attorney-Client Communication.** Our statements generally contain information protected by the attorney-client privilege. As the privilege could be deemed to have been waived if someone other

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than the client sees the privileged material, we recommend that you keep all of our statements in a separate file marked "Attorney-Client Privileged Materials," and keep the file in a secure place.

**Payment of Third-Party Expenses.** The firm prefers that you pay directly any significant outside expense items related to your work and, when possible, we will direct such expenses to you for payment. Therefore, we often ask our vendors to bill our clients directly rather than having us incur the expense and then including the amount on our statement.

**Termination of Services and Representation.** You may terminate our services at any time. Termination of our representation does not, however, relieve you from the responsibility of paying those fees and expenses incurred through the date we were notified of such termination. Similarly, we may withdraw from this representation for a number of reasons, including failure to promptly pay the amounts indicated in our statements; failure to disclose all facts material to our representation; failure to act in accordance with our advice; or development of one or more circumstances which, in our judgment, impair our ability to maintain an effective attorney-client relationship. Upon termination of our services and representation by the client or our withdrawal from representation of the client, we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the client to the date of termination or withdrawal. We also will be entitled to payment at our standard billing rates for any work required of us in connection with the turnover of files to the client or new counsel and the orderly transition of pending matters to new counsel, and we also will be entitled to reimbursement of all expenses incurred by us in connection with such work. We will return to the client all papers and property belonging to the client, upon payment of all amounts owed by the client to the firm. Papers and communications that are part of the firm's administrative process although they may concern do not belong to the client. We reserve the right to make, at the client's expense, and retain copies of all documents generated or received by us in the course of our representation of a client. If a client requests documents from us, either during the course of our representation of the client or in connection with or following termination of or withdrawal from such representation, such documents will be provided at the client's expense, including both reproduction costs and professional fees for time expended in reviewing files to locate requested documents.

**Estimates of the Cost of Services to be Performed.** From time to time, you may ask us to make an estimate of the cost of completing all or part of your matter. Because it is often difficult to estimate at the beginning of a project how much time it will take to complete it, we treat any estimate as an "educated guess" and not as an assurance that we will be able to do the work for the estimated price. When an estimate is given, we will advise you when we are nearing the estimated price, and we will also advise you if we become aware that the estimate may be exceeded. At that time, you can decide whether to terminate our work on the project, modify the project, or proceed to completion with a different cost estimate.

**Completion of Matter.** After a particular matter is completed, we do not (unless you specifically request in writing that we do so) undertake to continue to review that matter and update you concerning legal developments, such as changes in applicable laws or regulations. If you do ask us to review a specific matter on which we have previously worked, we will consider that to be a new representation. Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant to your operations, we are not undertaking to do so as a part of this representation.

Unless previously terminated, our representation will end upon our sending you our final statement for services rendered with respect to this matter. If, upon any termination or completion of a matter, you wish to have your documents in our possession delivered to you, please advise us.

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**Client Confidences/Description of Client/Representation in Other Matters/Future Conflicts.**

Our clients are engaged in a wide variety of businesses throughout the world. From time to time, we represent clients who are industry competitors. In order to ensure confidentiality, we will not (unless you specifically grant us the authority to do so) discuss or otherwise make available to anyone, including other clients, any confidential information about you, your business or our work on your behalf and will not discuss or otherwise make available to you any confidential information about any of our other clients (if any), their business, or any work on their behalf.

Polsinelli Shughart is a large law firm and represents many other companies and individuals. For example, our firm has a national debtor-creditor, workout, and bankruptcy practice. To avoid any misunderstanding in connection with our current (and any future) engagement with the client, we confirm that we have not been asked to act as counsel for anyone other than the client described in the Engagement Letter or, if the client is a corporation, any subsidiary, parent, affiliate, or other member of the client's corporate group by acting as counsel to the client.

It is possible that during the time that we are representing the client, some of our other present or future clients will have disputes or transactions with the client referenced in the accompanying Engagement Letter. Therefore, as a condition to the firm undertaking this engagement, the client agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such other clients in those other matters are directly adverse to you.

Without limiting the generality of the foregoing, we will have the right to represent debtors, creditors' committees, creditors, shareholders, or other parties in interest in other matters, including in bankruptcy, workout, and other debtor-creditor matters, even when the client is a creditor or is otherwise interested in or potentially interested in such other matter. This would include, but not be limited to: matters, negotiations, and disputes that may arise under loan and security agreements and related documents; negotiation and disputes regarding claims, liens, debtor-in-possession financing, lift of stay issues, plan of reorganization issues; and other issues in which the client may have an interest. The client's signature on the enclosed copy of this letter will constitute its consent to any and all such conflicting representations. We agree, however, that the client's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the client, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the client's material disadvantage.

**No Guarantee.** We will perform our professional services on your behalf to the best of our ability, but we cannot make and have not made any guarantees regarding the outcome of our work on this project. Any expressions by us about the outcome of this project are our best professional views only and are limited by our factual knowledge at the time they are expressed.

**Binding Agreement.** The accompanying Engagement Letter and these Terms Of Representation represent the entire agreement between the client and the Polsinelli Shughart Law Firm with respect to this Engagement. By signing the Engagement Letter, the client acknowledges that the Engagement Letter and these Terms Of Representation have been carefully reviewed and its content understood and that the client agrees to be bound by all of its terms and conditions. Furthermore, the client acknowledges that the Polsinelli Shughart Law Firm has made no representations or guarantees to you regarding the outcome of your representation or the time necessary to resolve this matter. No change or waiver of any of the provisions of the Engagement Letter or these Terms Of Representation shall be binding on either you or the law firm unless the change is in writing and signed by both.

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**Acceptance of Terms of Representation.** If these Terms of Representation and the accompanying letter correctly and completely set forth our mutual understanding of the terms of our engagement, please sign a copy of the accompanying letter and return it to our offices for our file.

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2

AMENDMENT TO  
LEGAL SERVICES AGREEMENT

Paragraph 3 of the Agreement between Jackson County and Polsinelli Shughart dated January 19, 2012 is hereby amended as follows:

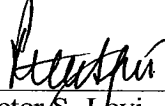
3. Without regard to the fee specified in Exhibit A, the County shall pay legal counsel for services rendered under this agreement a fee of \$205,000. Legal counsel shall bill County at the rate of \$15,333 per month and an additional \$15,000 for the month of June for its services, and County shall pay legal counsel promptly upon receipt of legal counsel's statement.

All other provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Amendment on June 25, 2012.

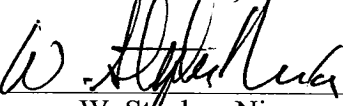
POLSINELLI SHUGHART PC

By

  
Peter S. Levi  
Shareholder

JACKSON COUNTY, MISSOURI

By

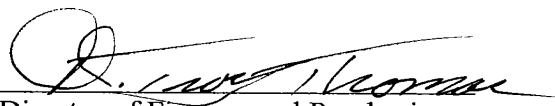
  
W. Stephen Nixon  
County Counselor

43-1064260  
Federal I.D. #

REVENUE CERTIFICATE

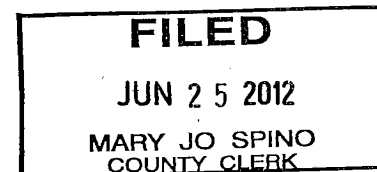
I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$15,000 which is hereby authorized.

  
Date

  
Director of Finance and Purchasing  
Account No.: 001-5101-6020

51012012025

3137647.1



AMENDMENT TO  
LEGAL SERVICES AGREEMENT

Paragraph 3 of the Agreement between Jackson County and Polsinelli Shughart dated January 19, 2012 is hereby amended as follows:

3. Without regard to the fee specified in Exhibit A, the County shall pay legal counsel for services rendered under this agreement a fee of \$215,000. Legal counsel shall bill County at the rate of \$15,833.33 per month and an additional \$10,000 for the month of August, 2012 for its services, and County shall pay legal counsel promptly upon receipt of legal counsel's statement.

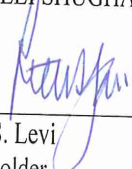
All other provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Amendment on Sept. 18, 2012.

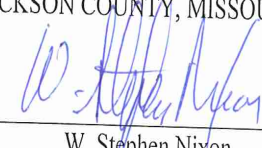
POLSINELLI SHUGHART PC

JACKSON COUNTY, MISSOURI

By

  
Peter S. Levi  
Shareholder

By

  
W. Stephen Nixon  
County Counselor

43-1064260  
Federal I.D. #

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$10,000 which is hereby authorized.

Date

September 17, 2012

  
Director of Finance and Purchasing

Account No.: 001-5101-6020

51012012032

FILED

SEP 18 2012

MARY JO SPINO  
COUNTY CLERK



**LEGAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into on this 1st day of January, 2013, by and between JACKSON COUNTY, MISSOURI, hereinafter called "the County" and POLSINELLI SHUGHART PC, 700 W. 47<sup>th</sup> Street – Suite 1000, Kansas City, Missouri 64112, hereinafter called "Legal Counsel."

**WITNESSETH:**

WHEREAS, Legal Counsel has agreed to provide specialized legal advice and representation to the County in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

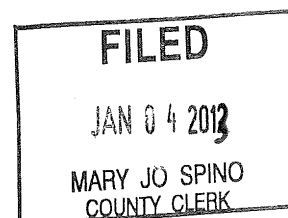
WHEREAS, Legal Counsel and the County have agreed to be bound by the provisions hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Legal Counsel respectively promise, covenant and agree with each other as follows:

1. Legal Counsel shall provide specialized legal advice and representation to the County through lead counsel Anita Estell specifically relating to federal legislative lobbying in accordance with Request for Proposals No. 14-10, and as more specifically described in the engagement letter dated November 23, 2010, attached hereto as Exhibit A. Pete Levi shall serve as the lead local counsel for this engagement. Other members of the firm may be called upon from time to time to lend their assistance, subject to the provisions of Sections 3 and 4 below.

2. Legal Counsel shall work as an independent contractor and not as an employee of the County. Legal Counsel shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Legal

2768209.4



Counsel shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

3. The County shall pay Legal Counsel for services rendered under this Agreement, a fee of \$200,000.00. Legal Counsel shall bill County at the rate of \$16,666.66 monthly for its services, and County shall pay Legal Counsel promptly upon receipt of Legal Counsel's statement.

4. Legal counsel shall be responsible for all of the expenses of its work under this Agreement.

5. This Agreement shall commence January 1, 2013 and continue until December 31, 2013, unless sooner terminated. Legal Counsel or the County may terminate this Agreement by giving five (5) days' written notice to the other party, except as otherwise provided in Paragraph 6 of this Agreement. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Legal Counsel may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by the Legal Counsel to the County within three (3) days of the demand of the County.

6. Legal Counsel promises, covenants, and agrees, in addition to all other provisions contained herein that during the term of this Agreement, and for a period of six (6) months thereafter, Legal Counsel shall not do either of the following:

- (a) assign any portion or the whole of this contract without the prior written consent of the County;
- (b) utilize the form or substance of any Agreement or documents of every description used in any and all business operations of the County.

In the event Legal Counsel breaches this provision the County shall be entitled to collect any and all profits, gains, benefits and properties of every description received by Legal Counsel as a result of said breach. Further, the County shall be entitled to collect any and all profits, gains, benefits, and properties of every description received by Legal Counsel as a result of said breach.

7. Legal Counsel promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement and Legal Counsel's failure to so observe and perform in accordance with said terms, provisions, and requirements of this Agreement shall represent and constitute a breach of this Agreement and in such event, Legal Counsel consents and agrees as follows:

- (a) The County may without prior notice to Legal Counsel immediately terminate this Agreement; and,
- (b) In addition to the foregoing, the County shall be entitled to petition and receive from any Court a temporary and/or permanent injunction against Legal Counsel; and,
- (c) In addition to all of the foregoing, the County shall be entitled to collect from Legal Counsel all costs incurred by the County as a result of said breach including reasonable attorney's fees, reasonable accountant's fees, investigation expenses, court costs and sheriff's mileage and service fees without limitation by enumeration.

8. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

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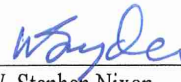
9. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

POLSINELLI SHUGHART PC

JACKSON COUNTY, MISSOURI

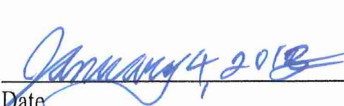
By   
Peter S. Levi  
Shareholder


By   
for W. Stephen Nixon  
County Counselor

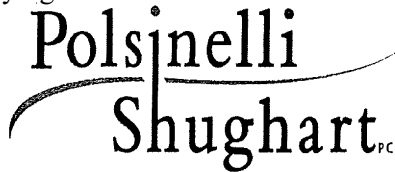
43-1064260  
Federal I.D. #

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$200,000.00 which is hereby authorized.

  
Date

  
Director of Finance and Purchasing  
Account No.: 001-5101-6020  
5101203005



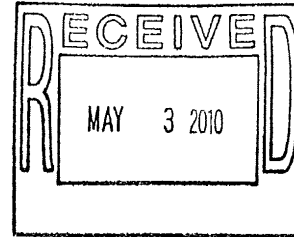
Peter S. Levi  
(816) 360-4165  
plevi@polsinelli.com

700 West 47th Street, Suite 1000  
Kansas City, MO 64112  
(816) 753-1000  
Facsimile: (816) 753-1536  
www.polsinelli.com

April 30, 2010

PERSONAL AND CONFIDENTIAL  
ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

Mr. Michael Sanders  
County Executive  
Jackson County, Missouri  
415 E. 12<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Kansas City, MO 64106



Re: Engagement Letter

Dear Mr. Sanders:

We are pleased and honored that you have chosen Polsinelli Shughart PC to represent Jackson County, Missouri (the "County") in connection with the matter described below. We thank you for your expression of confidence in us.

This letter is intended to describe the scope of the services our firm has been retained to provide during this engagement as well as the terms and conditions of the engagement. To that end, we have attached our standard **Terms of Representation** which sets forth our firm's established general policies and practices regarding representation of clients and the payment of our fees.

1. **Client.** We understand that the County will be our client. In that regard, while we will report to the County Executive from time to time and while we will work with you and other members of your team on a frequent basis, we understand that no officer, director or employee of the County will be our client.

2. **Scope of Representation.** Regarding the scope of our representation, we understand that we are being retained to represent the County and to perform the following legal services:

*Provide legal advice and representation relating to the federal legislative lobbying in accordance with Request for Proposal No. 14-10 and the response submitted by Polsinelli Shughart on April 6, 2010.*

3. **Responsibilities.** We will provide legal counsel and assistance in accordance with this letter and will rely upon information and guidance you provide to us. We will keep you reasonably informed of progress and developments, and respond to your inquiries.

In order to enable us to provide the services set forth in this letter, you will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. You will also cooperate fully with us and be available to attend meetings, conferences, hearings and other

**EXHIBIT A**

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proceedings on reasonable notice, and stay reasonably informed on all developments relating to this matter.

4. **Fees and Expenses.** We will provide these services on a retainer basis at a cost of Ninety Three Thousand Three Hundred Thirty Three and 28/100 Dollars (\$93,333.28), including expenses, for the period commencing May 1, 2010 and ending December 31, 2010. Anita Estell, a Shareholder in our Public Policy Group, will be your lead counsel in our Washington, D.C. office and I will be your lead counsel in Kansas City. In accordance with the terms of Request for Proposal No. 14-10, this engagement shall be for eight months, a four month and two twelve month renewal options.


We look forward to representing the County in this matter. When you advise us otherwise, we will give you a new file or files and issue a new engagement letter for assignments which are different from this assignment.

Because this engagement is solely limited to our efforts for the County in Washington, D.C. and our representation of the County before the United States Congress, we hereby request that any potential conflict of interest between any client of our law firm and the County that would arise because of this engagement be waived by the County. By your signature below, you confirm that we can continue to represent any current clients who may now be adverse to the County and any future clients who may be adverse to the County. As a method to confirm this waiver, your counter-signature on this letter will also extend the conflict waiver contained in the earlier correspondence dated March 1, 2010, signed by William Snyder as Acting County Counselor, through the term of the engagement described herein and expand its coverage to match the "Scope of Representation" outlined herein. A copy of the March 1 letter signed by Mr. Snyder is attached as a reference.

We hope this letter and the attached Terms of Representation adequately explain the scope of our services as well as the payment terms of our fees. If they do and you are in agreement with them, please indicate your affirmation by signing the enclosed copy of this letter and returning it to me for our file:

We appreciate the opportunity to work with you and the County and look forward to a mutually beneficial relationship.

Sincerely,



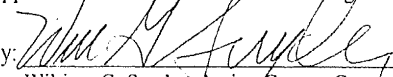
Peter S. Levi

PSL:cew

On behalf of the County, the undersigned hereby accepts the terms of the foregoing engagement letter and the attached Terms of Representation.

By:   
Michael Sanders, County Executive

Approved and Authorized for use in a Legal Services Agreement

By:   
William G. Snyder, Acting County Counselor

2670574.1

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**TERMS OF REPRESENTATION**

**Confirmation of Services.** Polsinelli Shughart PC is pleased to have this opportunity to serve you. The letter accompanying these Terms of Representation sets forth the scope of our representation. If what is set forth in the accompanying letter or in these Terms of Representation does not accurately describe your understanding of the services we are to perform or the terms for billing fees and expenses, please advise the attorney sending you the letter. Unless the attorney is notified promptly, we will assume that these Terms of Representation and the accompanying letter are acceptable to you.

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**Fees Not Contingent and Due Within 30 Days.** Our fees are not contingent, and payment is due within 30 days of the receipt of the statement. If the firm has not received any comment about the statement within 30 days of its receipt, we will assume that you found it acceptable. As a means of encouraging timely payment of our statements, we reserve the right to add a late charge of 1.5% per month to bills that are past due, i.e., statements that remain unpaid for more than 30 days. Payment is to be made by check or draft payable to "Polsinelli Shughart PC."

If any of our statements remain unpaid for more than 90 days, we may, consistent with our ethical and court-imposed obligations, cease to perform services until satisfactory arrangements have been made for the payment of the unpaid statements and future fees. In fairness to our many clients who promptly pay their statements each month, we reserve the right to take appropriate action with respect to such delinquent accounts.

**Methods of Communication.** We are mindful of our obligation to preserve the client's confidential information. To that end, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this engagement. The exchange of documents using the Internet, or even direct computer-to-computer data transfer, may involve some risk that information will be retrieved by third parties. Even the use of fax machines can cause problems if documents are sent to numbers where the documents sit in open view. As part of these general issues, please be aware that (1) e-mail communication is not a secure method of communication in all circumstances, (2) any e-mail that is sent to the client or by the client may be copied and held by various computers that it passes through as it goes from the sender to the recipient, (3) persons not participating in our communication may intercept such messages by improperly accessing the client's computer or the lawyer's computer, or even some computer not related to either the client or the law firm which the e-mail passes through. However, it has been our experience that most current business communications are accomplished by electronic means. The Polsinelli Shughart Law Firm will assume that you have no objections to such communications and consent to receive communications via electronic means unless you notify us in writing to the contrary.

**Attorney-Client Communication.** Our statements generally contain information protected by the attorney-client privilege. As the privilege could be deemed to have been waived if someone other

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than the client sees the privileged material, we recommend that you keep all of our statements in a separate file marked "Attorney-Client Privileged Materials," and keep the file in a secure place.

**Payment of Third-Party Expenses.** The firm prefers that you pay directly any significant outside expense items related to your work and, when possible, we will direct such expenses to you for payment. Therefore, we often ask our vendors to bill our clients directly rather than having us incur the expense and then including the amount on our statement.

**Termination of Services and Representation.** You may terminate our services at any time. Termination of our representation does not, however, relieve you from the responsibility of paying those fees and expenses incurred through the date we were notified of such termination. Similarly, we may withdraw from this representation for a number of reasons, including failure to promptly pay the amounts indicated in our statements; failure to disclose all facts material to our representation; failure to act in accordance with our advice; or development of one or more circumstances which, in our judgment, impair our ability to maintain an effective attorney-client relationship. Upon termination of our services and representation by the client or our withdrawal from representation of the client, we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the client to the date of termination or withdrawal. We also will be entitled to payment at our standard billing rates for any work required of us in connection with the turnover of files to the client or new counsel and the orderly transition of pending matters to new counsel, and we also will be entitled to reimbursement of all expenses incurred by us in connection with such work. We will return to the client all papers and property belonging to the client, upon payment of all amounts owed by the client to the firm. Papers and communications that are part of the firm's administrative process although they may concern do not belong to the client. We reserve the right to make, at the client's expense, and retain copies of all documents generated or received by us in the course of our representation of a client. If a client requests documents from us, either during the course of our representation of the client or in connection with or following termination of or withdrawal from such representation, such documents will be provided at the client's expense, including both reproduction costs and professional fees for time expended in reviewing files to locate requested documents.

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**Client Confidences/Description of Client/Representation in Other Matters/Future Conflicts.**

Our clients are engaged in a wide variety of businesses throughout the world. From time to time, we represent clients who are industry competitors. In order to ensure confidentiality, we will not (unless you specifically grant us the authority to do so) discuss or otherwise make available to anyone, including other clients, any confidential information about you, your business or our work on your behalf and will not discuss or otherwise make available to you any confidential information about any of our other clients (if any), their business, or any work on their behalf.

Polsinelli Shughart is a large law firm and represents many other companies and individuals. For example, our firm has a national debtor-creditor, workout, and bankruptcy practice. To avoid any misunderstanding in connection with our current (and any future) engagement with the client, we confirm that we have not been asked to act as counsel for anyone other than the client described in the Engagement Letter or, if the client is a corporation, any subsidiary, parent, affiliate, or other member of the client's corporate group by acting as counsel to the client.

It is possible that during the time that we are representing the client, some of our other present or future clients will have disputes or transactions with the client referenced in the accompanying Engagement Letter. Therefore, as a condition to the firm undertaking this engagement, the client agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such other clients in those other matters are directly adverse to you.

Without limiting the generality of the foregoing, we will have the right to represent debtors, creditors' committees, creditors, shareholders, or other parties in interest in other matters, including in bankruptcy, workout, and other debtor-creditor matters, even when the client is a creditor or is otherwise interested in or potentially interested in such other matter. This would include, but not be limited to: matters, negotiations, and disputes that may arise under loan and security agreements and related documents; negotiation and disputes regarding claims, liens, debtor-in-possession financing, lift of stay issues, plan of reorganization issues; and other issues in which the client may have an interest. The client's signature on the enclosed copy of this letter will constitute its consent to any and all such conflicting representations. We agree, however, that the client's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the client, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the client's material disadvantage.

**No Guarantee.** We will perform our professional services on your behalf to the best of our ability, but we cannot make and have not made any guarantees regarding the outcome of our work on this project. Any expressions by us about the outcome of this project are our best professional views only and are limited by our factual knowledge at the time they are expressed.

**Binding Agreement.** The accompanying Engagement Letter and these Terms Of Representation represent the entire agreement between the client and the Polsinelli Shughart Law Firm with respect to this Engagement. By signing the Engagement Letter, the client acknowledges that the Engagement Letter and these Terms Of Representation have been carefully reviewed and its content understood and that the client agrees to be bound by all of its terms and conditions. Furthermore, the client acknowledges that the Polsinelli Shughart Law Firm has made no representations or guarantees to you regarding the outcome of your representation or the time necessary to resolve this matter. No change or waiver of any of the provisions of the Engagement Letter or these Terms Of Representation shall be binding on either you or the law firm unless the change is in writing and signed by both.

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**Acceptance of Terms of Representation.** If these Terms of Representation and the accompanying letter correctly and completely set forth our mutual understanding of the terms of our engagement, please sign a copy of the accompanying letter and return it to our offices for our file.

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Corrected

### LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 1st day of January, 2013, by and between JACKSON COUNTY, MISSOURI, hereinafter called "the County" and POLSINELLI SHUGHART PC, 700 W. 47<sup>th</sup> Street – Suite 1000, Kansas City, Missouri 64112, hereinafter called "Legal Counsel."

### WITNESSETH:

WHEREAS, Legal Counsel has agreed to provide specialized legal advice and representation to the County in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Legal Counsel and the County have agreed to be bound by the provisions hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Legal Counsel respectively promise, covenant, and agree with each other as follows:

1. Legal Counsel shall provide specialized legal advice and representation to the County through lead counsel Anita Estell specifically relating to federal legislative lobbying, particularly with regard to matters related to rail and mass transit, in accordance with Request for Proposals No. 14-10, and as more specifically described in the engagement letter dated November 23, 2010, attached hereto as Exhibit A. Pete Levi shall serve as the lead local counsel for this engagement. Other members of the firm may be called upon from time to time to lend their assistance, subject to the provisions of Sections 3 and 4 below.

2. Legal Counsel shall work as an independent contractor and not as an employee of the County. Legal Counsel shall be subject to the direction of the County only as to the result to be



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accomplished and not as to the means and methods for accomplishing the result. Legal Counsel shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

3. The County shall pay Legal Counsel for services rendered under this Agreement, a fee of \$200,000.00. Legal Counsel shall bill County at the rate of \$16,666.66 monthly for its services, and County shall pay Legal Counsel promptly upon receipt of Legal Counsel's statement.

4. Legal counsel shall be responsible for all of the expenses of its work under this Agreement.

5. This Agreement shall commence January 1, 2013, and continue until December 31, 2013, unless sooner terminated. Legal Counsel or the County may terminate this Agreement by giving five (5) days' written notice to the other party, except as otherwise provided in Paragraph 6 of this Agreement. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Legal Counsel may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by the Legal Counsel to the County within three (3) days of the demand of the County.

6. Legal Counsel promises, covenants, and agrees, in addition to all other provisions contained herein that during the term of this Agreement, and for a period of six (6) months thereafter, Legal Counsel shall not do either of the following:

- (a) assign any portion or the whole of this contract without the prior written consent of the County;
- (b) utilize the form or substance of any Agreement or documents of every description used in any and all business operations of the County.

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In the event Legal Counsel breaches this provision the County shall be entitled to collect any and all profits, gains, benefits and properties of every description received by Legal Counsel as a result of said breach. Further, the County shall be entitled to collect any and all profits, gains, benefits, and properties of every description received by Legal Counsel as a result of said breach.

7. Legal Counsel promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement and Legal Counsel's failure to so observe and perform in accordance with said terms, provisions, and requirements of this Agreement shall represent and constitute a breach of this Agreement and in such event, Legal Counsel consents and agrees as follows:

- (a) The County may without prior notice to Legal Counsel immediately terminate this Agreement; and,
- (b) In addition to the foregoing, the County shall be entitled to petition and receive from any Court a temporary and/or permanent injunction against Legal Counsel; and,
- (c) In addition to all of the foregoing, the County shall be entitled to collect from Legal Counsel all costs incurred by the County as a result of said breach including reasonable attorney's fees, reasonable accountant's fees, investigation expenses, court costs and sheriff's mileage and service fees without limitation by enumeration.

8. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

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*Polsinelli - 2013 contract*

9. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

POLSINELLI SHUGHART PC

JACKSON COUNTY, MISSOURI

By

*Peter S. Levi*  
Peter S. Levi

Shareholder

By

*W. Stephen Nixon*  
for W. Stephen Nixon  
County Counselor

43-1064260  
Federal I.D. #

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$200,000.00 which is hereby authorized.

Date

*January 4, 2013*

Director of Finance and Purchasing

Account No.: ~~001-5101-6020~~

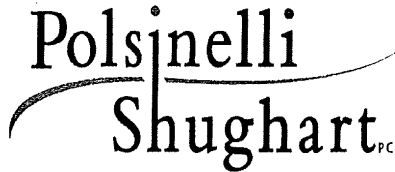
*51012013005*

Effective 2/1

Accts 001-5101-6020-92,500.67  
004-5104-6020-75000

Contract #

*51012013015*



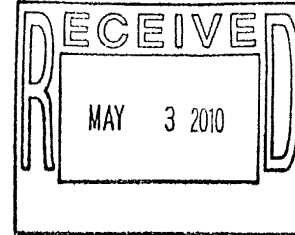
Peter S. Levi  
(816) 360-4165  
plevi@polsinelli.com

700 West 47th Street, Suite 1000  
Kansas City, MO 64112  
(816) 753-1000  
Facsimile: (816) 753-1536  
www.polsinelli.com

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PERSONAL AND CONFIDENTIAL  
ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

Mr. Michael Sanders  
County Executive  
Jackson County, Missouri  
415 E. 12<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Kansas City, MO 64106



Re: Engagement Letter

Dear Mr. Sanders:

We are pleased and honored that you have chosen Polsinelli Shughart PC to represent Jackson County, Missouri (the "County") in connection with the matter described below. We thank you for your expression of confidence in us.

This letter is intended to describe the scope of the services our firm has been retained to provide during this engagement as well as the terms and conditions of the engagement. To that end, we have attached our standard **Terms of Representation** which sets forth our firm's established general policies and practices regarding representation of clients and the payment of our fees.

1. **Client.** We understand that the County will be our client. In that regard, while we will report to the County Executive from time to time and while we will work with you and other members of your team on a frequent basis, we understand that no officer, director or employee of the County will be our client.

2. **Scope of Representation.** Regarding the scope of our representation, we understand that we are being retained to represent the County and to perform the following legal services:

*Provide legal advice and representation relating to the federal legislative lobbying in accordance with Request for Proposal No. 14-10 and the response submitted by Polsinelli Shughart on April 6, 2010.*

3. **Responsibilities.** We will provide legal counsel and assistance in accordance with this letter and will rely upon information and guidance you provide to us. We will keep you reasonably informed of progress and developments, and respond to your inquiries.

In order to enable us to provide the services set forth in this letter, you will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. You will also cooperate fully with us and be available to attend meetings, conferences, hearings and other

**EXHIBIT A**

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proceedings on reasonable notice, and stay reasonably informed on all developments relating to this matter.

4. **Fees and Expenses.** We will provide these services on a retainer basis at a cost of Ninety Three Thousand Three Hundred Thirty Three and 28/100 Dollars (\$93,333.28), including expenses, for the period commencing May 1, 2010 and ending December 31, 2010. Anita Estell, a Shareholder in our Public Policy Group, will be your lead counsel in our Washington, D.C. office and I will be your lead counsel in Kansas City. In accordance with the terms of Request for Proposal No. 14-10, this engagement shall be for eight months, a four month and two twelve month renewal options.

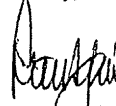
We look forward to representing the County in this matter. When you advise us otherwise, we will give you a new file or files and issue a new engagement letter for assignments which are different from this assignment.

Because this engagement is solely limited to our efforts for the County in Washington, D.C. and our representation of the County before the United States Congress, we hereby request that any potential conflict of interest between any client of our law firm and the County that would arise because of this engagement be waived by the County. By your signature below, you confirm that we can continue to represent any current clients who may now be adverse to the County and any future clients who may be adverse to the County. As a method to confirm this waiver, your counter-signature on this letter will also extend the conflict waiver contained in the earlier correspondence dated March 1, 2010, signed by William Snyder as Acting County Counselor, through the term of the engagement described herein and expand its coverage to match the "Scope of Representation" outlined herein. A copy of the March 1 letter signed by Mr. Snyder is attached as a reference.

We hope this letter and the attached Terms of Representation adequately explain the scope of our services as well as the payment terms of our fees. If they do and you are in agreement with them, please indicate your affirmation by signing the enclosed copy of this letter and returning it to me for our file.

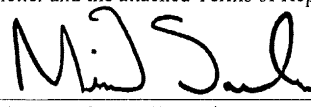
We appreciate the opportunity to work with you and the County and look forward to a mutually beneficial relationship.

Sincerely,

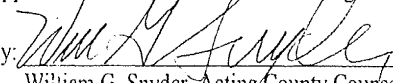
  
Peter S. Levi

PSL:cew

On behalf of the County, the undersigned hereby accepts the terms of the foregoing engagement letter and the attached Terms of Representation.

By:   
Michael Sanders, County Executive

Approved and Authorized for use in a Legal Services Agreement

By:   
William G. Snyder, Acting County Counselor

2670574.1



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**TERMS OF REPRESENTATION**

**Confirmation of Services.** Polsinelli Shughart PC is pleased to have this opportunity to serve you. The letter accompanying these Terms of Representation sets forth the scope of our representation. If what is set forth in the accompanying letter or in these Terms of Representation does not accurately describe your understanding of the services we are to perform or the terms for billing fees and expenses, please advise the attorney sending you the letter. Unless the attorney is notified promptly, we will assume that these Terms of Representation and the accompanying letter are acceptable to you.

**Scope of Representation.** The scope of our representation at this time is limited to providing only those services that are described in the accompanying letter. Unless otherwise noted, we will render those legal services that are necessary to the representation. No other services are intended to be provided without our mutual agreement. Later, if you determine to change materially the scope of our representation, we will need to document that in additional correspondence. Our representation is also limited to working on behalf of the client identified in the accompanying letter. The firm does not represent any other entity or individuals unless specifically stated in the accompanying letter.

**Fees Not Contingent and Due Within 30 Days.** Our fees are not contingent, and payment is due within 30 days of the receipt of the statement. If the firm has not received any comment about the statement within 30 days of its receipt, we will assume that you found it acceptable. As a means of encouraging timely payment of our statements, we reserve the right to add a late charge of 1.5% per month to bills that are past due, i.e., statements that remain unpaid for more than 30 days. Payment is to be made by check or draft payable to "Polsinelli Shughart PC."

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Polsinelli Shughart is a large law firm and represents many other companies and individuals. For example, our firm has a national debtor-creditor, workout, and bankruptcy practice. To avoid any misunderstanding in connection with our current (and any future) engagement with the client, we confirm that we have not been asked to act as counsel for anyone other than the client described in the Engagement Letter or, if the client is a corporation, any subsidiary, parent, affiliate, or other member of the client's corporate group by acting as counsel to the client.

It is possible that during the time that we are representing the client, some of our other present or future clients will have disputes or transactions with the client referenced in the accompanying Engagement Letter. Therefore, as a condition to the firm undertaking this engagement, the client agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such other clients in those other matters are directly adverse to you.

Without limiting the generality of the foregoing, we will have the right to represent debtors, creditors' committees, creditors, shareholders, or other parties in interest in other matters, including in bankruptcy, workout, and other debtor-creditor matters, even when the client is a creditor or is otherwise interested in or potentially interested in such other matter. This would include, but not be limited to: matters, negotiations, and disputes that may arise under loan and security agreements and related documents; negotiation and disputes regarding claims, liens, debtor-in-possession financing, lift of stay issues, plan of reorganization issues; and other issues in which the client may have an interest. The client's signature on the enclosed copy of this letter will constitute its consent to any and all such conflicting representations. We agree, however, that the client's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the client, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the client's material disadvantage.

**No Guarantee.** We will perform our professional services on your behalf to the best of our ability, but we cannot make and have not made any guarantees regarding the outcome of our work on this project. Any expressions by us about the outcome of this project are our best professional views only and are limited by our factual knowledge at the time they are expressed.

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**Acceptance of Terms of Representation.** If these Terms of Representation and the accompanying letter correctly and completely set forth our mutual understanding of the terms of our engagement, please sign a copy of the accompanying letter and return it to our offices for our file.

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### PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 6<sup>th</sup> day of January, 2014, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **POLSINELLI**, 1401 Eye Street, Northwest, Suite 800, Washington, DC 20005, hereinafter called "Polsinelli."

#### WITNESSETH:

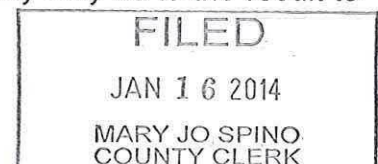
WHEREAS, Polsinelli has agreed to provide specialized legal advice and representation to the County in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Polsinelli and the County have agreed to be bound by the provisions hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Polsinelli respectively promise, covenant, and agree with each other as follows:

1. Polsinelli shall provide specialized legal advice and representation to the County through lead co-counsels Anita Estell and Peter Levi specifically relating to federal legislative lobbying, particularly with regard to matters related to rail and mass transit, in accordance with Polsinelli's Response to the County's Request for Proposals No. 78-13, and as more specifically described in the Scope of Services from page 21 of RFP 78-13, attached hereto as Exhibit A and incorporated herein by reference. Other members of the firm may be called upon from time to time to lend their assistance, subject to the provisions of Sections 3 and 4 below. Polsinelli shall work at the direction of the County Executive.

2. Polsinelli shall work as an independent contractor and not as an employee of the County. Polsinelli shall be subject to the direction of the County only as to the result to



be accomplished and not as to the means and methods for accomplishing the result. Polsinelli shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

3. The County shall pay Polsinelli for services rendered under this Agreement, a fee of \$200,000.00. Polsinelli shall bill County at the rate of \$16,666.66 monthly for its services, and County shall pay Polsinelli promptly upon receipt of Polsinelli's statement.

4. Polsinelli shall be responsible for all of the expenses of its work under this Agreement.

5. This Agreement shall be effective as of January 6, 2014, and continue until January 5, 2015, ("Initial Term") unless earlier terminated as hereinafter provided. Following the Initial Term, and at the agreement of both parties, this Agreement may be renewed for up to four additional twelve-month periods ("Renewal Terms"), pursuant to the terms and conditions of RFP 78-13. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Polsinelli may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by the Polsinelli to the County within three (3) days of the demand of the County.

6. Polsinelli promises, covenants, and agrees, in addition to all other provisions contained herein that during the term of this Agreement, and for a period of six (6) months thereafter, Polsinelli shall not do either of the following:

- (a) assign any portion or the whole of this contract without the prior written consent of the County;



- (b) utilize the form or substance of any Agreement or documents of every description used in any and all business operations of the County.

In the event Polsinelli breaches this provision the County shall be entitled to collect any and all profits, gains, benefits and properties of every description received by Polsinelli as a result of said breach. Further, the County shall be entitled to collect any and all profits, gains, benefits, and properties of every description received by Polsinelli as a result of said breach.

7. Polsinelli promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement and Polsinelli's failure to so observe and perform in accordance with said terms, provisions, and requirements of this Agreement shall represent and constitute a breach of this Agreement and in such event, Polsinelli consents and agrees as follows:

- (a) The County may without prior notice to Polsinelli immediately terminate this Agreement; and,
- (b) In addition to the foregoing, the County shall be entitled to petition and receive from any Court a temporary and/or permanent injunction against Polsinelli; and,
- (c) In addition to all of the foregoing, the County shall be entitled to collect from Polsinelli all costs incurred by the County as a result of said breach including reasonable attorney's fees, reasonable accountant's fees, investigation expenses, court costs and sheriff's mileage and service fees without limitation by enumeration.

8. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and

provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

9. Pursuant to §285.530.1, RSMo, Polsinelli assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Polsinelli shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

10. This Agreement, together with the County's RFP and Polsinelli 's Response, incorporates the entire understanding and agreement of the parties.



IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

POLSINELLI

JACKSON COUNTY, MISSOURI

By   
Peter S. Levi  
Shareholder

By   
Michael D. Sanders  
County Executive

Federal I.D. No. 43-1064260

APPROVED AS TO FORM:

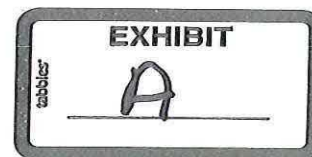
  
W. Stephen Nixon  
County Counselor

#### REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$200,000.00 which is hereby authorized.

  
Date

  
Director of Finance and Purchasing  
Account No. 004-5104 \$6080  
5104001400 1



### 3.4.3: Ability to Perform

#### Moving Forward: How We Plan to Achieve County Objectives in the Future

##### *Satisfying the Scope of Services*

Polsinelli brings a vigorous and results-oriented work ethic to all of its public policy representations. We will satisfy all of the requirements listed in the Scope of Services as described below:

- Acting as advocates for and representing the County before Congress and other federally elected and appointed officials
- Assisting the County in finalizing its federal program to include pursuing the passage and/or defeat of federal legislation, policies, programs or directives that may directly impact Jackson County
- Providing weekly reports of bills of County interest in formats acceptable to the County prioritized beginning with bills of general County interest
- Providing weekly reports of the activities that the Lobbyist has engaged in to further the Legislative priorities of Jackson County
- Providing advice and assistance on special projects that may arise during the year that entails Lobbying or access to Federal Officials
- Confer with the County Executive and County Legislature at least twice during the contract year and more often as the County sees fit for such briefings and dialogue as are necessary
- Monitoring and analyzing legislation filed in the General Assembly that affects the County's interests

##### *Providing Additional Administrative Support*

##### *Missouri Offices (including Kansas City, MO)*

Polsinelli is proud to have a strong presence in Missouri. As a national law firm with headquarters in Kansas City, Missouri, Polsinelli is committed to seeing the region and state thrive. We have seven offices in the bi-state region. Our Kansas City office houses experienced attorneys and professionals with expertise in transportation, labor and employment, and state and local public policy among other areas. The Kansas City office will remain available to County officials for meetings, briefings, and other state-centered events and activities. Project co-lead Pete Levi and Shareholder Mary Jane Judy are located in the Kansas City office, providing the County with experienced and attentive Polsinelli liaisons on the ground in Missouri.

##### *Washington, DC Office*

In our downtown Washington, DC office, we have meeting space that is available to the County. Our venue often accommodates policy briefings, luncheons, receptions and fundraisers. As the County is already aware, we also assist in preparing hand-outs, legislative language, letters of request, and other materials.



*Preparing for What's on the Federal Horizon*

As the County continues to refine its ambitious multimodal transportation plan, it is critical to remain apprised of actions and deliberations at the national level regarding transportation funding. There are many moving parts to the County's plan including the possibility of commuter rail, light rail, bus enhancements, trails, and streetcars. Federal funding and programs for these varying modes of transportation engage several different agencies and could be affected by several pieces of federal legislation. Below is a brief discussion of a few measures likely to receive congressional consideration in the coming year:

<b>MAP-21</b>	The federal surface transportation law will expire at the end of September 2014. There is a possibility that draft reauthorization legislation will be made available by early spring to provide sufficient time for debate. Sen. Barbara Boxer and Rep. Bill Shuster (chairs of the relevant authorizing committees) will look to build on their success with bipartisan water resources legislation to reauthorize MAP-21 on time.
<b>Building and Renewing Infrastructure for Development and Growth in Employment (BRIDGE) Act of 2013</b>	This piece of legislation would establish an independent Infrastructure Financing Authority (IFA) to complement existing infrastructure funding mechanisms. The IFA would receive an initial \$10 billion investment to help localities and states fund road, bridge, rail, and port projects. Both Missouri senators (Claire McCaskill and Roy Blunt) are co-sponsors of the legislation.
<b>Transportation and Regional Infrastructure Project (TRIP) Bonds Act of 2013</b>	The legislation, introduced by Sen. Ron Wyden (D-OR), would provide \$50 billion in new transportation infrastructure funding through bonds to aid state and local governments in financing projects related to all modes of transportation, including transit systems and roads.

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#### 3.4.4: Additional Services

The County already is aware of the unique suite of services that Polsinelli provides. With our strong presence in Missouri, the Polsinelli representation takes on a collaborative character that is not easily duplicated. While serving as the County's federal representative, we are able to easily monitor state and local issues and aid the County in working with the Missouri Governor's office, state legislature as well as the local government in Kansas City. Our professionals have developed excellent working relationships with state legislators, agency officials, and their staffs.

We also have worked closely with Jackson County officials and staff for several years on strategies for the commuter rail project, and are in a unique position to collaborate with key stakeholders regarding the interplay between the Kansas City streetcar and the County's multimodal transportation plan. Polsinelli has a sophisticated substantive and procedural understanding, as well as a unique institutional memory that can inform future plans for County transportation expansion.

As Jackson County residents, we remain committed to the common goals of modernized and vibrant public transportation, robust economic and community development, enhanced public safety and general regional revitalization because we are in and of the local community. We seek the opportunity to continue serving the County, not only as advocacy professionals, but as concerned residents with a vested interest in the County's success.



EXHIBIT B

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Polsinelli**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Polsinelli**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

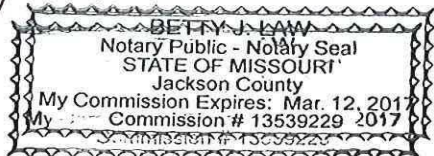
[Signature]  
Authorized Representative's Signature  
Chief HR Officer  
Title

Jodie Hyke  
Printed Name  
1-10-14  
Date

Subscribed and sworn before me this 10th day of JANUARY, 2014. I am commissioned as a notary public within the County of JACKSON, State of MISSOURI, and my commission expires on MARCH 12, 2017.

Betty J. Law  
Signature of Notary

January 10, 2014  
Date



**AMENDMENT TO**  
**PROFESSIONAL SERVICES AGREEMENT**

Paragraph 3 of the Agreement between Jackson County and Polsinelli PC dated January 6, 2014 is hereby amended as follows:

3. Without regard to the fee specified in Exhibit A, the County shall pay Polsinelli for services rendered under this agreement a fee of \$210,000.00. Polsinelli shall bill County at the rate of \$16,666.66 per month and an additional \$10,000 for the month of November, 2014 for its services, and County shall pay Polsinelli prior to December 31, 2014.

All other provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Amendment on October 28th, 2014.

POLSINELLI PC

By

Peter S. Levi  
Shareholder

JACKSON COUNTY, MISSOURI

By

Michael D. Sanders  
County Executive

**43-1064260**

Federal I.D. #

APPROVED TO FORM:

W. Stephen Nixon  
W. Stephen Nixon  
County Counselor

**FILED**

OCT 28 2014

MARY JO SPINO  
COUNTY CLERK

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$10,000.00 which is hereby authorized.

Date

October 27, 2014

Director of Finance and Purchasing  
Account No.: 004-5104-56080

51042014006

**PROFESSIONAL SERVICES AGREEMENT**  
(First of Four Renewal Terms)

THIS AGREEMENT, made and entered into on this 12th day of December, 2014, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **POLSINELLI**, 1401 I Street, Northwest, Suite 800, Washington, DC 20005, hereinafter called "Polsinelli."

**W I T N E S S E T H:**

WHEREAS, the County has a need for specialized advice and consulting related to federal legislative lobbying particularly with regard to matters related to rail and mass transit; and,

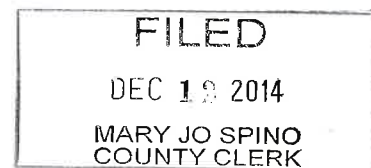
WHEREAS, the County awarded a contract on Request for Proposals No. 78-13 for these services to Polsinelli and entered into an Agreement dated January 6, 2014, ("Initial Term") for the period of January 6, 2014, to January 5, 2015, with the option to renew for four additional twelve-months periods ("Renewal Terms"); and,

WHEREAS, County and Polsinelli now desire to exercise the option to renew this Agreement for an additional twelve-month period ("First Renewal Term"); and,

WHEREAS, Polsinelli and the County have agreed to be bound by the provisions hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Polsinelli respectively promise, covenant, and agree with each other as follows:

1. Polsinelli shall provide specialized legal advice and representation to the County through lead co-counsels Anita Estell and Peter Levi specifically relating to federal legislative lobbying, particularly with regard to matters related to rail and mass transit, in



accordance with Polsinelli's Response to the County's Request for Proposals No. 78-13, and as more specifically described in the Scope of Services from page 21 of RFP 78-13, attached hereto as Exhibit A and incorporated herein by reference. Other members of the firm may be called upon from time to time to lend their assistance, subject to the provisions of Sections 3 and 4 below. Polsinelli shall work at the direction of the County Executive.

2. Polsinelli shall work as an independent contractor and not as an employee of the County. Polsinelli shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Polsinelli shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

3. The County shall pay Polsinelli for services rendered under this Agreement, a fee of \$210,000.00. Polsinelli shall bill County at the rate of \$17,500.00 monthly for its services. Payment shall be made upon receipt of Consultant's invoice, except that payment for the month of January cannot be made until after adoption of County's 2015 annual budget.

4. Polsinelli shall be responsible for all of the expenses of its work under this Agreement.

5. This Agreement shall be effective as of January 1, 2015, and continue until December 31, 2015, unless earlier terminated as hereinafter provided. Following the Initial Term, and at the agreement of both parties, this Agreement may be renewed for up to three additional twelve-month periods ("Renewal Terms"), pursuant to the terms and conditions of RFP 78-13. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Polsinelli may be entitled to receive or be obligated to



perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by the Polsinelli to the County within three (3) days of the demand of the County.

6. Polsinelli promises, covenants, and agrees, in addition to all other provisions contained herein that during the term of this Agreement, and for a period of six (6) months thereafter, Polsinelli shall not do either of the following:

- (a) assign any portion or the whole of this contract without the prior written consent of the County;
- (b) utilize the form or substance of any Agreement or documents of every description used in any and all business operations of the County.

In the event Polsinelli breaches this provision the County shall be entitled to collect any and all profits, gains, benefits and properties of every description received by Polsinelli as a result of said breach. Further, the County shall be entitled to collect any and all profits, gains, benefits, and properties of every description received by Polsinelli as a result of said breach.

7. Polsinelli promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement and Polsinelli's failure to so observe and perform in accordance with said terms, provisions, and requirements of this Agreement shall represent and constitute a breach of this Agreement and in such event, Polsinelli consents and agrees as follows:

- (a) The County may without prior notice to Polsinelli immediately terminate this Agreement; and,

- (b) In addition to the foregoing, the County shall be entitled to petition and receive from any Court a temporary and/or permanent injunction against Polsinelli; and,
- (c) In addition to all of the foregoing, the County shall be entitled to collect from Polsinelli all costs incurred by the County as a result of said breach including reasonable attorney's fees, reasonable accountant's fees, investigation expenses, court costs and sheriff's mileage and service fees without limitation by enumeration.

8. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

9. Pursuant to §285.530.1, RSMo, Polsinelli assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Polsinelli shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

10. This Agreement, together with the County's RFP and Polsinelli's Response, incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

POLSINELLI

JACKSON COUNTY, MISSOURI

By   
Peter S. Levi  
Shareholder

By   
Michael D. Sanders  
County Executive

Federal I.D. No. **43-1064260**

APPROVED AS TO FORM:

  
W. Stephen Nixon  
County Counselor

#### REVENUE CERTIFICATE

Funds sufficient for this expenditure are subject to appropriation in the County's 2015 annual budget.

December 11, 2014  
Date

  
Director of Finance and Purchasing  
Account No. 004-5104-56080



### 3.4.3: Ability to Perform

#### Moving Forward: How We Plan to Achieve County Objectives in the Future

##### *Satisfying the Scope of Services*

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EXHIBIT B

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In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

[Signature]  
Authorized Representative's Signature

Chief HR Officer  
Title

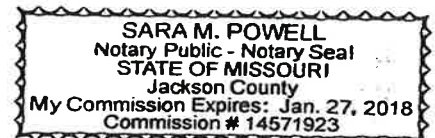
Jodie Hynes  
Printed Name

12-8-14  
Date

Subscribed and sworn before me this 8<sup>th</sup> day of December, 2014. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 1-27-2018.

[Signature]  
Signature of Notary

12-8-14  
Date





**PROFESSIONAL SERVICES AGREEMENT**  
(Second of Four Renewal Terms)

THIS AGREEMENT, made and entered into on this 6<sup>th</sup> day of January, 2015<sup>6</sup>, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **POLSINELLI**, 900 West 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112, hereinafter called "Polsinelli."

**WITNESSETH:**

WHEREAS, the County has a need for specialized advice and consulting related to federal legislative lobbying particularly with regard to matters related to rail and mass transit; and,

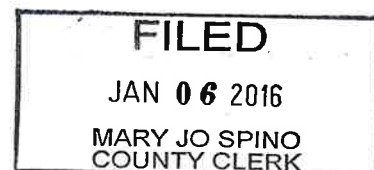
WHEREAS, the County awarded a contract on Request for Proposals No. 78-13 for these services to Polsinelli and entered into an Agreement dated January 6, 2014, ("Initial Term") for the period of January 6, 2014, to January 5, 2015, with the option to renew for four additional twelve-months periods ("Renewal Terms" beginning January 1, 2016); and,

WHEREAS, County and Polsinelli now desire to exercise its second option to renew this Agreement for an additional twelve-month period ("Second Renewal Term"); and,

WHEREAS, Polsinelli and the County have agreed to be bound by the provisions hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Polsinelli respectively promise, covenant, and agree with each other as follows:

1. **SCOPE OF SERVICES**. Polsinelli shall provide specialized legal advice and representation to the County through lead co-counsels Alan Wheat and Peter Levi specifically relating to general federal legislative lobbying, particularly with regard to





matters related to rail and mass transit, in accordance with Polsinelli's Response to the County's Request for Proposals No. 78-13, and as more specifically described in the Scope of Services from page 21 of RFP 78-13, attached hereto as Exhibit A and Engagement Letter attached hereto as Exhibit C, and incorporated herein by reference. Other members of the firm may be called upon from time to time to lend their assistance, subject to the provisions of Sections 3 and 4 below. Polsinelli shall work at the direction of the County Executive.

2. Polsinelli shall work as an independent contractor and not as an employee of the County. Polsinelli shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Polsinelli shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

3. The County shall pay Polsinelli for services rendered under this Agreement, a fee of \$190,000.00. Polsinelli shall bill County at the rate of \$15,833.33 monthly for its services. Payment shall be made upon receipt of Consultant's invoice, except that payment for the month of January cannot be made until after adoption of County's 2016 annual budget.

4. Polsinelli shall be responsible for all of the expenses of its work under this Agreement and costs relating to educational and fact-finding activities engaged in by County officials pursuant to the goals of the scope of work.

5. This Agreement shall be effective as of January 1, 2016, and continue until December 31, 2016, unless earlier terminated as hereinafter provided. Following the this renewal, and at the agreement of both parties, this Agreement may be renewed for up to

two additional twelve-month periods ("Renewal Terms"), pursuant to the terms and conditions of RFP 78-13. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Polsinelli may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by the Polsinelli to the County within three (3) days of the demand of the County.

6. Polsinelli promises, covenants, and agrees, in addition to all other provisions contained herein that during the term of this Agreement, and for a period of six (6) months thereafter, Polsinelli shall not do either of the following:

- (a) assign any portion or the whole of this contract without the prior written consent of the County;
- (b) utilize the form or substance of any Agreement or documents of every description used in any and all business operations of the County.

In the event Polsinelli breaches this provision the County shall be entitled to collect any and all profits, gains, benefits and properties of every description received by Polsinelli as a result of said breach. Further, the County shall be entitled to collect any and all profits, gains, benefits, and properties of every description received by Polsinelli as a result of said breach.

7. Polsinelli promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement and Polsinelli's failure to so observe and perform in accordance with said terms, provisions, and requirements of this Agreement shall represent and constitute a breach of this Agreement and in such event, Polsinelli consents and agrees as follows:

- (a) The County may without prior notice to Polsinelli immediately terminate this Agreement; and,
- (b) In addition to the foregoing, the County shall be entitled to petition and receive from any Court a temporary and/or permanent injunction against Polsinelli; and,
- (c) In addition to all of the foregoing, the County shall be entitled to collect from Polsinelli all costs incurred by the County as a result of said breach including reasonable attorney's fees, reasonable accountant's fees, investigation expenses, court costs and sheriff's mileage and service fees without limitation by enumeration.

8. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

9. Pursuant to §285.530.1, RSMo, Polsinelli assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Polsinelli shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

10. This Agreement, together with the County's RFP and Polsinelli's Response, including Exhibit A incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

POLSINELLI

By   
Peter S. Levi  
Shareholder

JACKSON COUNTY, MISSOURI

By   
Michael D. Sanders  
County Executive

Federal I.D. No. 43-1064260

APPROVED AS TO FORM:

  
W. Stephen Nixon  
County Counselor

#### REVENUE CERTIFICATE

Funds sufficient for this expenditure are subject to appropriation in the County's 2016 annual budget.

  
Date

  
Director of Finance and Purchasing  
Account No. 004-5104-56080

PC 51042016001



### 3.4.3: Ability to Perform

#### Moving Forward: How We Plan to Achieve County Objectives in the Future

##### *Satisfying the Scope of Services*

Polsinelli brings a vigorous and results-oriented work ethic to all of its public policy representations. We will satisfy all of the requirements listed in the Scope of Services as described below:

- Acting as advocates for and representing the County before Congress and other federally elected and appointed officials
- Assisting the County in finalizing its federal program to include pursuing the passage and/or defeat of federal legislation, policies, programs or directives that may directly impact Jackson County
- Providing weekly reports of bills of County interest in formats acceptable to the County prioritized beginning with bills of general County interest
- Providing weekly reports of the activities that the Lobbyist has engaged in to further the Legislative priorities of Jackson County
- Providing advice and assistance on special projects that may arise during the year that entails Lobbying or access to Federal Officials
- Confer with the County Executive and County Legislature at least twice during the contract year and more often as the County sees fit for such briefings and dialogue as are necessary
- Monitoring and analyzing legislation filed in the General Assembly that affects the County's interests

##### *Providing Additional Administrative Support*

##### *Missouri Offices (including Kansas City, MO)*

Polsinelli is proud to have a strong presence in Missouri. As a national law firm with headquarters in Kansas City, Missouri, Polsinelli is committed to seeing the region and state thrive. We have seven offices in the bi-state region. Our Kansas City office houses experienced attorneys and professionals with expertise in transportation, labor and employment, and state and local public policy among other areas. The Kansas City office will remain available to County officials for meetings, briefings, and other state-centered events and activities. Project co-lead Pete Levi and Shareholder Mary Jane Judy are located in the Kansas City office, providing the County with experienced and attentive Polsinelli liaisons on the ground in Missouri.

##### *Washington, DC Office*

In our downtown Washington, DC office, we have meeting space that is available to the County. Our venue often accommodates policy briefings, luncheons, receptions and fundraisers. As the County is already aware, we also assist in preparing hand-outs, legislative language, letters of request, and other materials.

*Preparing for What's on the Federal Horizon*

As the County continues to refine its ambitious multimodal transportation plan, it is critical to remain apprised of actions and deliberations at the national level regarding transportation funding. There are many moving parts to the County's plan including the possibility of commuter rail, light rail, bus enhancements, trails, and streetcars. Federal funding and programs for these varying modes of transportation engage several different agencies and could be affected by several pieces of federal legislation. Below is a brief discussion of a few measures likely to receive congressional consideration in the coming year:

<p><b>MAP-21</b></p>	<p>The federal surface transportation law will expire at the end of September 2014. There is a possibility that draft reauthorization legislation will be made available by early spring to provide sufficient time for debate. Sen. Barbara Boxer and Rep. Bill Shuster (chairs of the relevant authorizing committees) will look to build on their success with bipartisan water resources legislation to reauthorize MAP-21 on time.</p>
<p><b>Building and Renewing Infrastructure for Development and Growth in Employment (BRIDGE) Act of 2013</b></p>	<p>This piece of legislation would establish an independent Infrastructure Financing Authority (IFA) to complement existing infrastructure funding mechanisms. The IFA would receive an initial \$10 billion investment to help localities and states fund road, bridge, rail, and port projects. Both Missouri senators (Claire McCaskill and Roy Blunt) are co-sponsors of the legislation.</p>
<p><b>Transportation and Regional Infrastructure Project (TRIP) Bonds Act of 2013</b></p>	<p>The legislation, introduced by Sen. Ron Wyden (D-OR), would provide \$50 billion in new transportation infrastructure funding through bonds to aid state and local governments in financing projects related to all modes of transportation, including transit systems and roads.</p>

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#### 3.4.4: Additional Services

The County already is aware of the unique suite of services that Polsinelli provides. With our strong presence in Missouri, the Polsinelli representation takes on a collaborative character that is not easily duplicated. While serving as the County's federal representative, we are able to easily monitor state and local issues and aid the County in working with the Missouri Governor's office, state legislature as well as the local government in Kansas City. Our professionals have developed excellent working relationships with state legislators, agency officials, and their staffs.

We also have worked closely with Jackson County officials and staff for several years on strategies for the commuter rail project, and are in a unique position to collaborate with key stakeholders regarding the interplay between the Kansas City streetcar and the County's multimodal transportation plan. Polsinelli has a sophisticated substantive and procedural understanding, as well as a unique institutional memory that can inform future plans for County transportation expansion.

As Jackson County residents, we remain committed to the common goals of modernized and vibrant public transportation, robust economic and community development, enhanced public safety and general regional revitalization because we are in and of the local community. We seek the opportunity to continue serving the County, not only as advocacy professionals, but as concerned residents with a vested interest in the County's success.

EXHIBIT B

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Polsinelli**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Polsinelli**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

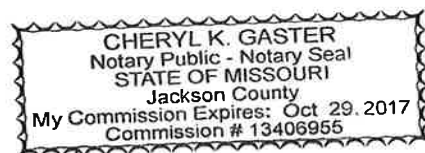
Jodie Hughey  
Authorized Representative's Signature  
Chief HL officer  
Title

Jodie Hughey  
Printed Name  
12-15-15  
Date

Subscribed and sworn before me this 15<sup>th</sup> day of December, 2015. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on Oct. 29, 2017.

Cheryl K. Gaster  
Signature of Notary

12-15-15  
Date





**EXHIBIT C**



Peter S. Levi  
(816) 360-4165  
plevi@polsinelli.com

700 West 47th Street, Suite 1000  
Kansas City, MO 64112  
(816) 753-1000  
Facsimile: (816) 753-1536  
www.polsinelli.com

April 30, 2010

**PERSONAL AND CONFIDENTIAL**  
**ATTORNEY-CLIENT PRIVILEGED COMMUNICATION**

Mr. Michael Sanders  
County Executive  
Jackson County, Missouri  
415 E. 12<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Kansas City, MO 64106

Re: Engagement Letter

Dear Mr. Sanders:

We are pleased and honored that you have chosen Polsinelli Shughart PC to represent Jackson County, Missouri (the "County") in connection with the matter described below. We thank you for your expression of confidence in us.

This letter is intended to describe the scope of the services our firm has been retained to provide during this engagement as well as the terms and conditions of the engagement. To that end, we have attached our standard **Terms of Representation** which sets forth our firm's established general policies and practices regarding representation of clients and the payment of our fees.

1. **Client.** We understand that the County will be our client. In that regard, while we will report to the County Executive from time to time and while we will work with you and other members of your team on a frequent basis, we understand that no officer, director or employee of the County will be our client.

2. **Scope of Representation.** Regarding the scope of our representation, we understand that we are being retained to represent the County and to perform the following legal services:

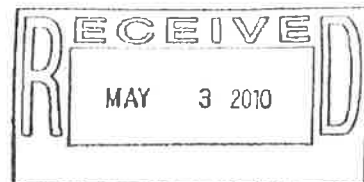
*Provide legal advice and representation relating to the federal legislative lobbying in accordance with Request for Proposal No. 14-10 and the response submitted by Polsinelli Shughart on April 6, 2010.*

3. **Responsibilities.** We will provide legal counsel and assistance in accordance with this letter and will rely upon information and guidance you provide to us. We will keep you reasonably informed of progress and developments, and respond to your inquiries.

In order to enable us to provide the services set forth in this letter, you will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. You will also cooperate fully with us and be available to attend meetings, conferences, hearings and other

**EXHIBIT A**

3670574.1



Appendix C  
Jackson County  
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proceedings on reasonable notice, and stay reasonably informed on all developments relating to this matter.

4. **Fees and Expenses.** We will provide these services on a retainer basis at a cost of Ninety Three Thousand Three Hundred Thirty Three and 28/100 Dollars (\$93,333.28), including expenses, for the period commencing May 1, 2010 and ending December 31, 2010. Anita Estell, a Shareholder in our Public Policy Group, will be your lead counsel in our Washington, D.C. office and I will be your lead counsel in Kansas City. In accordance with the terms of Request for Proposal No. 14-10, this engagement shall be for eight months, a four month and two twelve month renewal options.

We look forward to representing the County in this matter. When you advise us otherwise, we will give you a new file or files and issue a new engagement letter for assignments which are different from this assignment.

Because this engagement is solely limited to our efforts for the County in Washington, D.C. and our representation of the County before the United States Congress, we hereby request that any potential conflict of interest between any client of our law firm and the County that would arise because of this engagement be waived by the County. By your signature below, you confirm that we can continue to represent any current clients who may now be adverse to the County and any future clients who may be adverse to the County. As a method to confirm this waiver, your counter-signature on this letter will also extend the conflict waiver contained in the earlier correspondence dated March 1, 2010, signed by William Snyder as Acting County Counselor, through the term of the engagement described herein and expand its coverage to match the "Scope of Representation" outlined herein. A copy of the March 1 letter signed by Mr. Snyder is attached as a reference.

We hope this letter and the attached Terms of Representation adequately explain the scope of our services as well as the payment terms of our fees. If they do and you are in agreement with them, please indicate your affirmation by signing the enclosed copy of this letter and returning it to me for our files.

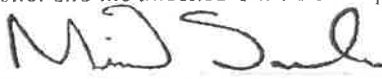
We appreciate the opportunity to work with you and the County and look forward to a mutually beneficial relationship.

Sincerely,

  
Peter S. Gey

PSL:caw

On behalf of the County, the undersigned hereby accepts the terms of the foregoing engagement letter and the attached Terms of Representation.

By:   
Michael Sanders, County Executive

Approved and Authorized for use in a Legal Services Agreement

By:   
William G. Snyder, Acting County Counselor

2570574.1

Mr. Michael Sanders  
April 30, 2010  
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#### TERMS OF REPRESENTATION

**Confirmation of Services.** Polsinelli Shughart PC is pleased to have this opportunity to serve you. The letter accompanying these Terms of Representation sets forth the scope of our representation. If what is set forth in the accompanying letter or in these Terms of Representation does not accurately describe your understanding of the services we are to perform or the terms for billing fees and expenses, please advise the attorney sending you the letter. Unless the attorney is notified promptly, we will assume that these Terms of Representation and the accompanying letter are acceptable to you.

**Scope of Representation.** The scope of our representation at this time is limited to providing only those services that are described in the accompanying letter. Unless otherwise noted, we will render those legal services that are necessary to the representation. No other services are intended to be provided without our mutual agreement. Later, if you determine to change materially the scope of our representation, we will need to document that in additional correspondence. Our representation is also limited to working on behalf of the client identified in the accompanying letter. The firm does not represent any other entity or individuals unless specifically stated in the accompanying letter.

**Fees Not Contingent and Due Within 30 Days.** Our fees are not contingent, and payment is due within 30 days of the receipt of the statement. If the firm has not received any comment about the statement within 30 days of its receipt, we will assume that you found it acceptable. As a means of encouraging timely payment of our statements, we reserve the right to add a late charge of 1.5% per month to bills that are past due, i.e., statements that remain unpaid for more than 30 days. Payment is to be made by check or draft payable to "Polsinelli Shughart PC."

If any of our statements remain unpaid for more than 90 days, we may, consistent with our ethical and court-imposed obligations, cease to perform services until satisfactory arrangements have been made for the payment of the unpaid statements and future fees. In fairness to our many clients who promptly pay their statements each month, we reserve the right to take appropriate action with respect to such delinquent accounts.

**Methods of Communication.** We are mindful of our obligation to preserve the client's confidential information. To that end, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this engagement. The exchange of documents using the Internet, or even direct computer-to-computer data transfer, may involve some risk that information will be retrieved by third parties. Even the use of fax machines can cause problems if documents are sent to numbers where the documents sit in open view. As part of these general issues, please be aware that (1) e-mail communication is not a secure method of communication in all circumstances, (2) any e-mail that is sent to the client or by the client may be copied and held by various computers that it passes through as it goes from the sender to the recipient, (3) persons not participating in our communication may intercept such messages by improperly accessing the client's computer or the lawyer's computer, or even some computer not related to either the client or the law firm which the e-mail passes through. However, it has been our experience that most current business communications are accomplished by electronic means. The Polsinelli Shughart Law Firm will assume that you have no objections to such communications and consent to receive communications via electronic means unless you notify us in writing to the contrary.

**Attorney-Client Communication.** Our statements generally contain information protected by the attorney-client privilege. As the privilege could be deemed to have been waived if someone other

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than the client sees the privileged material, we recommend that you keep all of our statements in a separate file marked "Attorney-Client Privileged Materials," and keep the file in a secure place.

**Payment of Third-Party Expenses.** The firm prefers that you pay directly any significant outside expense items related to your work and, when possible, we will direct such expenses to you for payment. Therefore, we often ask our vendors to bill our clients directly rather than having us incur the expense and then including the amount on our statement.

**Termination of Services and Representation.** You may terminate our services at any time. Termination of our representation does not, however, relieve you from the responsibility of paying those fees and expenses incurred through the date we were notified of such termination. Similarly, we may withdraw from this representation for a number of reasons, including failure to promptly pay the amounts indicated in our statements; failure to disclose all facts material to our representation; failure to act in accordance with our advice; or development of one or more circumstances which, in our judgment, impair our ability to maintain an effective attorney-client relationship. Upon termination of our services and representation by the client or our withdrawal from representation of the client, we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the client to the date of termination or withdrawal. We also will be entitled to payment at our standard billing rates for any work required of us in connection with the turnover of files to the client or new counsel and the orderly transition of pending matters to new counsel, and we also will be entitled to reimbursement of all expenses incurred by us in connection with such work. We will return to the client all papers and property belonging to the client, upon payment of all amounts owed by the client to the firm. Papers and communications that are part of the firm's administrative process although they may concern do not belong to the client. We reserve the right to make, at the client's expense, and retain copies of all documents generated or received by us in the course of our representation of a client. If a client requests documents from us, either during the course of our representation of the client or in connection with or following termination of or withdrawal from such representation, such documents will be provided at the client's expense, including both reproduction costs and professional fees for time expended in reviewing files to locate requested documents.

**Estimates of the Cost of Services to be Performed.** From time to time, you may ask us to make an estimate of the cost of completing all or part of your matter. Because it is often difficult to estimate at the beginning of a project how much time it will take to complete it, we treat any estimate as an "educated guess" and not as an assurance that we will be able to do the work for the estimated price. When an estimate is given, we will advise you when we are nearing the estimated price, and we will also advise you if we become aware that the estimate may be exceeded. At that time, you can decide whether to terminate our work on the project, modify the project, or proceed to completion with a different cost estimate.

**Completion of Matter.** After a particular matter is completed, we do not (unless you specifically request in writing that we do so) undertake to continue to review that matter and update you concerning legal developments, such as changes in applicable laws or regulations. If you do ask us to review a specific matter on which we have previously worked, we will consider that to be a new representation. Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant to your operations, we are not undertaking to do so as a part of this representation.

Unless previously terminated, our representation will end upon our sending you our final statement for services rendered with respect to this matter. If, upon any termination or completion of a matter, you wish to have your documents in our possession delivered to you, please advise us.

06-057118

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Client Confidences/Description of Client/Representation in Other Matters/Future Conflicts. Our clients are engaged in a wide variety of businesses throughout the world. From time to time, we represent clients who are industry competitors. In order to ensure confidentiality, we will not (unless you specifically grant us the authority to do so) discuss or otherwise make available to anyone, including other clients, any confidential information about you, your business or our work on your behalf and will not discuss or otherwise make available to you any confidential information about any of our other clients (if any), their business, or any work on their behalf.

Polsinelli Shughart is a large law firm and represents many other companies and individuals. For example, our firm has a national debtor-creditor, workout, and bankruptcy practice. To avoid any misunderstanding in connection with our current (and any future) engagement with the client, we confirm that we have not been asked to act as counsel for anyone other than the client described in the Engagement Letter or, if the client is a corporation, any subsidiary, parent, affiliate, or other member of the client's corporate group by acting as counsel to the client.

It is possible that during the time that we are representing the client, some of our other present or future clients will have disputes or transactions with the client referenced in the accompanying Engagement Letter. Therefore, as a condition to the firm undertaking this engagement, the client agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such other clients in those other matters are directly adverse to you.

Without limiting the generality of the foregoing, we will have the right to represent debtors, creditors' committees, creditors, shareholders, or other parties in interest in other matters, including in bankruptcy, workout, and other debtor-creditor matters, even when the client is a creditor or is otherwise interested in or potentially interested in such other matter. This would include, but not be limited to: matters, negotiations, and disputes that may arise under loan and security agreements and related documents; negotiation and disputes regarding claims, liens, debtor-in-possession financing, lift of stay issues, plan of reorganization issues; and other issues in which the client may have an interest. The client's signature on the enclosed copy of this letter will constitute its consent to and all such conflicting representations. We agree, however, that the client's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the client, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the client's material disadvantage.

No Guarantee. We will perform our professional services on your behalf to the best of our ability, but we cannot make and have not made any guarantees regarding the outcome of our work on this project. Any expressions by us about the outcome of this project are our best professional views only and are limited by our factual knowledge at the time they are expressed.

Binding Agreement. The accompanying Engagement Letter and these Terms Of Representation represent the entire agreement between the client and the Polsinelli Shughart Law Firm with respect to this Engagement. By signing the Engagement Letter, the client acknowledges that the Engagement Letter and these Terms Of Representation have been carefully reviewed and its content understood and that the client agrees to be bound by all of its terms and conditions. Furthermore, the client acknowledges that the Polsinelli Shughart Law Firm has made no representations or guarantees to you regarding the outcome of your representation or the time necessary to resolve this matter. No change or waiver of any of the provisions of the Engagement Letter or these Terms Of Representation shall be binding on either you or the law firm unless the change is in writing and signed by both.

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Acceptance of Terms of Representation. If these Terms of Representation and the accompanying letter correctly and completely set forth our mutual understanding of the terms of our engagement, please sign a copy of the accompanying letter and return it to our offices for our file.

**PROFESSIONAL SERVICES AGREEMENT**  
(Third of Four Renewal Terms)

THIS AGREEMENT, made and entered into on this 27<sup>th</sup> day of April, 2017, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **POLSINELLI**, 900 West 48<sup>th</sup> Place, Suite 900, Kansas City, MO 64112, hereinafter called "Polsinelli."

**W I T N E S S E T H:**

WHEREAS, the County has a need for specialized advice and consulting related to federal legislative lobbying particularly with regard to matters related to rail and mass transit; and,

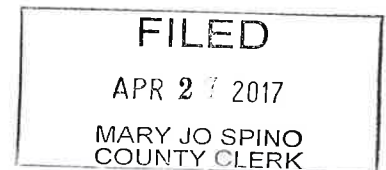
WHEREAS, the County awarded a contract on Request for Proposals No. 78-13 for these services to Polsinelli and entered into an Agreement dated January 6, 2014, ("Initial Term") for the period of January 6, 2014, to January 5, 2015, with the option to renew for four additional twelve-months periods ("Renewal Terms" beginning January 1, 2016); and,

WHEREAS, County and Polsinelli now desire to exercise its third option to renew this Agreement for an additional twelve-month period ("Third Renewal Term"); and,

WHEREAS, Polsinelli and the County have agreed to be bound by the provisions hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Polsinelli respectively promise, covenant, and agree with each other as follows:

1. **SCOPE OF SERVICES.** Polsinelli shall provide specialized advice and representation to the County through lead principals Alan Wheat and Peter Levi specifically relating to general federal legislative lobbying, particularly with regard to matters related to



rail and mass transit, in accordance with Polsinelli's Response to the County's Request for Proposals No. 78-13, and as more specifically described in the Scope of Services from page 21 of RFP 78-13, attached hereto as Exhibit A and Engagement Letter attached hereto as Exhibit C, and incorporated herein by reference. Other members of the firm may be called upon from time to time to lend their assistance, subject to the provisions of Sections 3 and 4 below. Polsinelli shall work at the direction of the County Executive.

2. Polsinelli shall work as an independent contractor and not as an employee of the County. Polsinelli shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Polsinelli shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

3. The County shall pay Polsinelli for services rendered under this Agreement, a fee of \$150,000.00. Polsinelli shall bill County at the rate of \$12,500.00 monthly for its services. Payment shall be made upon receipt of Consultant's invoice.

4. Legal counsel shall be responsible for all of the expenses of its work under this Agreement.

5. This Agreement shall be effective as of January 1, 2017, and continue until December 31, 2017, unless earlier terminated as hereinafter provided. Following the this renewal, and at the agreement of both parties, this Agreement may be renewed for up to one additional twelve-month periods ("Renewal Terms"), pursuant to the terms and conditions of RFP 78-13. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Polsinelli may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures,



fliers, lists, and all other County materials must be delivered and returned by the Polsinelli to the County within three (3) days of the demand of the County.

6. Polsinelli promises, covenants, and agrees, in addition to all other provisions contained herein that during the term of this Agreement, and for a period of six (6) months thereafter, Polsinelli shall not do either of the following:

- (a) assign any portion or the whole of this contract without the prior written consent of the County;
- (b) utilize the form or substance of any Agreement or documents of every description used in any and all business operations of the County.

In the event Polsinelli breaches this provision the County shall be entitled to collect any and all profits, gains, benefits and properties of every description received by Polsinelli as a result of said breach. Further, the County shall be entitled to collect any and all profits, gains, benefits, and properties of every description received by Polsinelli as a result of said breach.

7. Polsinelli promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement and Polsinelli's failure to so observe and perform in accordance with said terms, provisions, and requirements of this Agreement shall represent and constitute a breach of this Agreement and in such event, Polsinelli consents and agrees as follows:

- (a) The County may without prior notice to Polsinelli immediately terminate this Agreement; and,
- (b) In addition to the foregoing, the County shall be entitled to petition and receive from any Court a temporary and/or permanent injunction against Polsinelli; and,

- (c) In addition to all of the foregoing, the County shall be entitled to collect from Polsinelli all costs incurred by the County as a result of said breach including reasonable attorney's fees, reasonable accountant's fees, investigation expenses, court costs and sheriff's mileage and service fees without limitation by enumeration.

8. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

9. Pursuant to §285.530.1, RSMo, Polsinelli assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Polsinelli shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

10. This Agreement, together with the County's RFP and Polsinelli's Response, including Exhibit A incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

POLSINELLI

JACKSON COUNTY, MISSOURI

By   
Peter S. Levi  
Shareholder

By   
Frank White, Jr.  
County Executive

Federal I.D. No. 43-1064260

APPROVED AS TO FORM:

  
W. Stephen Nixon  
County Counselor

### REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$150,000.00 which is hereby authorized.

April 27, 2017  
Date

  
Chief Financial Officer  
Account No. 004-5104-56080 - \$100,500 ✓  
003-5103-56080 - \$24,750 ✓  
002-5102-56080 - \$24,750 ✓

PC 51032017003



### 3.4.3: Ability to Perform

#### Moving Forward: How We Plan to Achieve County Objectives in the Future

##### *Satisfying the Scope of Services*

Polsinelli brings a vigorous and results-oriented work ethic to all of its public policy representations. We will satisfy all of the requirements listed in the Scope of Services as described below:

- Acting as advocates for and representing the County before Congress and other federally elected and appointed officials
- Assisting the County in finalizing its federal program to include pursuing the passage and/or defeat of federal legislation, policies, programs or directives that may directly impact Jackson County
- Providing weekly reports of bills of County interest in formats acceptable to the County prioritized beginning with bills of general County interest
- Providing weekly reports of the activities that the Lobbyist has engaged in to further the Legislative priorities of Jackson County
- Providing advice and assistance on special projects that may arise during the year that entails Lobbying or access to Federal Officials
- Confer with the County Executive and County Legislature at least twice during the contract year and more often as the County sees fit for such briefings and dialogue as are necessary
- Monitoring and analyzing legislation filed in the General Assembly that affects the County's interests

##### *Providing Additional Administrative Support*

##### *Missouri Offices (including Kansas City, MO)*

Polsinelli is proud to have a strong presence in Missouri. As a national law firm with headquarters in Kansas City, Missouri, Polsinelli is committed to seeing the region and state thrive. We have seven offices in the bi-state region. Our Kansas City office houses experienced attorneys and professionals with expertise in transportation, labor and employment, and state and local public policy among other areas. The Kansas City office will remain available to County officials for meetings, briefings, and other state-centered events and activities. Project co-lead Pete Levi and Shareholder Mary Jane Judy are located in the Kansas City office, providing the County with experienced and attentive Polsinelli liaisons on the ground in Missouri.

##### *Washington, DC Office*

In our downtown Washington, DC office, we have meeting space that is available to the County. Our venue often accommodates policy briefings, luncheons, receptions and fundraisers. As the County is already aware, we also assist in preparing hand-outs, legislative language, letters of request, and other materials.

*Preparing for What's on the Federal Horizon*

As the County continues to refine its ambitious multimodal transportation plan, it is critical to remain apprised of actions and deliberations at the national level regarding transportation funding. There are many moving parts to the County's plan including the possibility of commuter rail, light rail, bus enhancements, trails, and streetcars. Federal funding and programs for these varying modes of transportation engage several different agencies and could be affected by several pieces of federal legislation. Below is a brief discussion of a few measures likely to receive congressional consideration in the coming year:

<b>MAP-21</b>	The federal surface transportation law will expire at the end of September 2014. There is a possibility that draft reauthorization legislation will be made available by early spring to provide sufficient time for debate. Sen. Barbara Boxer and Rep. Bill Shuster (chairs of the relevant authorizing committees) will look to build on their success with bipartisan water resources legislation to reauthorize MAP-21 on time.
<b>Building and Renewing Infrastructure for Development and Growth in Employment (BRIDGE) Act of 2013</b>	This piece of legislation would establish an independent Infrastructure Financing Authority (IFA) to complement existing infrastructure funding mechanisms. The IFA would receive an initial \$10 billion investment to help localities and states fund road, bridge, rail, and port projects. Both Missouri senators (Claire McCaskill and Roy Blunt) are co-sponsors of the legislation.
<b>Transportation and Regional Infrastructure Project (TRIP) Bonds Act of 2013</b>	The legislation, introduced by Sen. Ron Wyden (D-OR), would provide \$50 billion in new transportation infrastructure funding through bonds to aid state and local governments in financing projects related to all modes of transportation, including transit systems and roads.



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#### 3.4.4: Additional Services

The County already is aware of the unique suite of services that Polsinelli provides. With our strong presence in Missouri, the Polsinelli representation takes on a collaborative character that is not easily duplicated. While serving as the County's federal representative, we are able to easily monitor state and local issues and aid the County in working with the Missouri Governor's office, state legislature as well as the local government in Kansas City. Our professionals have developed excellent working relationships with state legislators, agency officials, and their staffs.

We also have worked closely with Jackson County officials and staff for several years on strategies for the commuter rail project, and are in a unique position to collaborate with key stakeholders regarding the interplay between the Kansas City streetcar and the County's multimodal transportation plan. Polsinelli has a sophisticated substantive and procedural understanding, as well as a unique institutional memory that can inform future plans for County transportation expansion.

As Jackson County residents, we remain committed to the common goals of modernized and vibrant public transportation, robust economic and community development, enhanced public safety and general regional revitalization because we are in and of the local community. We seek the opportunity to continue serving the County, not only as advocacy professionals, but as concerned residents with a vested interest in the County's success.

**EXHIBIT B**

**WORK AUTHORIZATION AFFIDAVIT**


As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Polsinelli**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Polsinelli**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

  
\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Chief Human Resources Officer  
Title

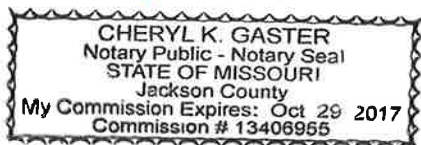
\_\_\_\_\_  
Jodie Hughey  
Printed Name

\_\_\_\_\_  
April 20, 2017  
Date

Subscribed and sworn before me this 20th day of April, 2017. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on October 29, 2017.

  
\_\_\_\_\_  
Signature of Notary

4-20-17  
\_\_\_\_\_  
Date



**EXHIBIT C**



Peter S. Levi  
(816) 360-4165  
plevi@polsinelli.com

700 West 47th Street, Suite 1000  
Kansas City, MO 64112  
(816) 753-1000  
Facsimile: (816) 753-1536  
www.polsinelli.com

April 30, 2010

**PERSONAL AND CONFIDENTIAL**  
**ATTORNEY-CLIENT PRIVILEGED COMMUNICATION**

Mr. Michael Sanders  
County Executive  
Jackson County, Missouri  
415 E. 12<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Kansas City, MO 64106

Re: Engagement Letter

Dear Mr. Sanders:

We are pleased and honored that you have chosen Polsinelli Shughart PC to represent Jackson County, Missouri (the "County") in connection with the matter described below. We thank you for your expression of confidence in us.

This letter is intended to describe the scope of the services our firm has been retained to provide during this engagement as well as the terms and conditions of the engagement. To that end, we have attached our standard **Terms of Representation** which sets forth our firm's established general policies and practices regarding representation of clients and the payment of our fees.

1. **Client.** We understand that the County will be our client. In that regard, while we will report to the County Executive from time to time and while we will work with you and other members of your team on a frequent basis, we understand that no officer, director or employee of the County will be our client.

2. **Scope of Representation.** Regarding the scope of our representation, we understand that we are being retained to represent the County and to perform the following legal services:

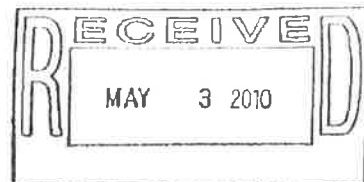
*Provide legal advice and representation relating to the federal legislative lobbying in accordance with Request for Proposal No. 14-10 and the response submitted by Polsinelli Shughart on April 6, 2010.*

3. **Responsibilities.** We will provide legal counsel and assistance in accordance with this letter and will rely upon information and guidance you provide to us. We will keep you reasonably informed of progress and developments, and respond to your inquiries.

In order to enable us to provide the services set forth in this letter, you will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. You will also cooperate fully with us and be available to attend meetings, conferences, hearings and other

**EXHIBIT A**

3670574.1





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proceedings on reasonable notice, and stay reasonably informed on all developments relating to this matter.

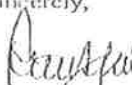
4. **Fees and Expenses.** We will provide these services on a retainer basis at a cost of Ninety Three Thousand Three Hundred Thirty Three and 28/100 Dollars (\$93,333.28), including expenses, for the period commencing May 1, 2010 and ending December 31, 2010. Anita Estell, a Shareholder in our Public Policy Group, will be your lead counsel in our Washington, D.C. office and I will be your lead counsel in Kansas City. In accordance with the terms of Request for Proposal No. 14-10, this engagement shall be for eight months, a four month and two twelve month renewal options.

We look forward to representing the County in this matter. When you advise us otherwise, we will give you a new file or files and issue a new engagement letter for assignments which are different from this assignment.

Because this engagement is solely limited to our efforts for the County in Washington, D.C. and our representation of the County before the United States Congress, we hereby request that any potential conflict of interest between any client of our law firm and the County that would arise because of this engagement be waived by the County. By your signature below, you confirm that we can continue to represent any current clients who may now be adverse to the County and any future clients who may be adverse to the County. As a method to confirm this waiver, your counter-signature on this letter will also extend the conflict waiver contained in the earlier correspondence dated March 1, 2010, signed by William Snyder as Acting County Counselor, through the term of the engagement described herein and expand its coverage to match the "Scope of Representation" outlined herein. A copy of the March 1 letter signed by Mr. Snyder is attached as a reference.

We hope this letter and the attached Terms of Representation adequately explain the scope of our services as well as the payment terms of our fees. If they do and you are in agreement with them, please indicate your affirmation by signing the enclosed copy of this letter and returning it to me for our files.

We appreciate the opportunity to work with you and the County and look forward to a mutually beneficial relationship.


Sincerely,  
  
Peter S. Gey

PSL:caw

On behalf of the County, the undersigned hereby accepts the terms of the foregoing engagement letter and the attached Terms of Representation.

By:   
Michael Sanders, County Executive

Approved and Authorized for use in a Legal Services Agreement

By:   
William G. Snyder, Acting County Counselor

2570574.1

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**TERMS OF REPRESENTATION**

**Confirmation of Services.** Polsinelli Shughart PC is pleased to have this opportunity to serve you. The letter accompanying these Terms of Representation sets forth the scope of our representation. If what is set forth in the accompanying letter or in these Terms of Representation does not accurately describe your understanding of the services we are to perform or the terms for billing fees and expenses, please advise the attorney sending you the letter. Unless the attorney is notified promptly, we will assume that these Terms of Representation and the accompanying letter are acceptable to you.

**Scope of Representation.** The scope of our representation at this time is limited to providing only those services that are described in the accompanying letter. Unless otherwise noted, we will render those legal services that are necessary to the representation. No other services are intended to be provided without our mutual agreement. Later, if you determine to change materially the scope of our representation, we will need to document that in additional correspondence. Our representation is also limited to working on behalf of the client identified in the accompanying letter. The firm does not represent any other entity or individuals unless specifically stated in the accompanying letter.

**Fees Not Contingent and Due Within 30 Days.** Our fees are not contingent, and payment is due within 30 days of the receipt of the statement. If the firm has not received any comment about the statement within 30 days of its receipt, we will assume that you found it acceptable. As a means of encouraging timely payment of our statements, we reserve the right to add a late charge of 1.5% per month to bills that are past due, i.e., statements that remain unpaid for more than 30 days. Payment is to be made by check or draft payable to "Polsinelli Shughart PC."

If any of our statements remain unpaid for more than 90 days, we may, consistent with our ethical and court-imposed obligations, cease to perform services until satisfactory arrangements have been made for the payment of the unpaid statements and future fees. In fairness to our many clients who promptly pay their statements each month, we reserve the right to take appropriate action with respect to such delinquent accounts.

**Methods of Communication.** We are mindful of our obligation to preserve the client's confidential information. To that end, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this engagement. The exchange of documents using the Internet, or even direct computer-to-computer data transfer, may involve some risk that information will be retrieved by third parties. Even the use of fax machines can cause problems if documents are sent to numbers where the documents sit in open view. As part of these general issues, please be aware that (1) e-mail communication is not a secure method of communication in all circumstances, (2) any e-mail that is sent to the client or by the client may be copied and held by various computers that it passes through as it goes from the sender to the recipient, (3) persons not participating in our communication may intercept such messages by improperly accessing the client's computer or the lawyer's computer, or even some computer not related to either the client or the law firm which the e-mail passes through. However, it has been our experience that most current business communications are accomplished by electronic means. The Polsinelli Shughart Law Firm will assume that you have no objections to such communications and consent to receive communications via electronic means unless you notify us in writing to the contrary.

**Attorney-Client Communication.** Our statements generally contain information protected by the attorney-client privilege. As the privilege could be deemed to have been waived if someone other

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than the client sees the privileged material, we recommend that you keep all of our statements in a separate file marked "Attorney-Client Privileged Materials," and keep the file in a secure place.

**Payment of Third-Party Expenses.** The firm prefers that you pay directly any significant outside expense items related to your work and, when possible, we will direct such expenses to you for payment. Therefore, we often ask our vendors to bill our clients directly rather than having us incur the expense and then including the amount on our statement.

**Termination of Services and Representation.** You may terminate our services at any time. Termination of our representation does not, however, relieve you from the responsibility of paying those fees and expenses incurred through the date we were notified of such termination. Similarly, we may withdraw from this representation for a number of reasons, including failure to promptly pay the amounts indicated in our statements; failure to disclose all facts material to our representation; failure to act in accordance with our advice; or development of one or more circumstances which, in our judgment, impair our ability to maintain an effective attorney-client relationship. Upon termination of our services and representation by the client or our withdrawal from representation of the client, we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the client to the date of termination or withdrawal. We also will be entitled to payment at our standard billing rates for any work required of us in connection with the turnover of files to the client or new counsel and the orderly transition of pending matters to new counsel, and we also will be entitled to reimbursement of all expenses incurred by us in connection with such work. We will return to the client all papers and property belonging to the client, upon payment of all amounts owed by the client to the firm. Papers and communications that are part of the firm's administrative process although they may concern do not belong to the client. We reserve the right to make, at the client's expense, and retain copies of all documents generated or received by us in the course of our representation of a client. If a client requests documents from us, either during the course of our representation of the client or in connection with or following termination of or withdrawal from such representation, such documents will be provided at the client's expense, including both reproduction costs and professional fees for time expended in reviewing files to locate requested documents.

**Estimates of the Cost of Services to be Performed.** From time to time, you may ask us to make an estimate of the cost of completing all or part of your matter. Because it is often difficult to estimate at the beginning of a project how much time it will take to complete it, we treat any estimate as an "educated guess" and not as an assurance that we will be able to do the work for the estimated price. When an estimate is given, we will advise you when we are nearing the estimated price, and we will also advise you if we become aware that the estimate may be exceeded. At that time, you can decide whether to terminate our work on the project, modify the project, or proceed to completion with a different cost estimate.

**Completion of Matter.** After a particular matter is completed, we do not (unless you specifically request in writing that we do so) undertake to continue to review that matter and update you concerning legal developments, such as changes in applicable laws or regulations. If you do ask us to review a specific matter on which we have previously worked, we will consider that to be a new representation. Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant to your operations, we are not undertaking to do so as a part of this representation.

Unless previously terminated, our representation will end upon our sending you our final statement for services rendered with respect to this matter. If, upon any termination or completion of a matter, you wish to have your documents in our possession delivered to you, please advise us.

06-057118

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Client Confidences/Description of Client/Representation in Other Matters/Future Conflicts. Our clients are engaged in a wide variety of businesses throughout the world. From time to time, we represent clients who are industry competitors. In order to ensure confidentiality, we will not (unless you specifically grant us the authority to do so) discuss or otherwise make available to anyone, including other clients, any confidential information about you, your business or our work on your behalf and will not discuss or otherwise make available to you any confidential information about any of our other clients (if any), their business, or any work on their behalf.

Polsinelli Shughart is a large law firm and represents many other companies and individuals. For example, our firm has a national debtor-creditor, workout, and bankruptcy practice. To avoid any misunderstanding in connection with our current (and any future) engagement with the client, we confirm that we have not been asked to act as counsel for anyone other than the client described in the Engagement Letter or, if the client is a corporation, any subsidiary, parent, affiliate, or other member of the client's corporate group by acting as counsel to the client.

It is possible that during the time that we are representing the client, some of our other present or future clients will have disputes or transactions with the client referenced in the accompanying Engagement Letter. Therefore, as a condition to the firm undertaking this engagement, the client agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such other clients in those other matters are directly adverse to you.

Without limiting the generality of the foregoing, we will have the right to represent debtors, creditors' committees, creditors, shareholders, or other parties in interest in other matters, including in bankruptcy, workout, and other debtor-creditor matters, even when the client is a creditor or is otherwise interested in or potentially interested in such other matter. This would include, but not be limited to: matters, negotiations, and disputes that may arise under loan and security agreements and related documents; negotiation and disputes regarding claims, liens, debtor-in-possession financing, lift of stay issues, plan of reorganization issues; and other issues in which the client may have an interest. The client's signature on the enclosed copy of this letter will constitute its consent to and all such conflicting representations. We agree, however, that the client's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the client, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the client's material disadvantage.

No Guarantee. We will perform our professional services on your behalf to the best of our ability, but we cannot make and have not made any guarantees regarding the outcome of our work on this project. Any expressions by us about the outcome of this project are our best professional views only and are limited by our factual knowledge at the time they are expressed.

Binding Agreement. The accompanying Engagement Letter and these Terms Of Representation represent the entire agreement between the client and the Polsinelli Shughart Law Firm with respect to this Engagement. By signing the Engagement Letter, the client acknowledges that the Engagement Letter and these Terms Of Representation have been carefully reviewed and its content understood and that the client agrees to be bound by all of its terms and conditions. Furthermore, the client acknowledges that the Polsinelli Shughart Law Firm has made no representations or guarantees to you regarding the outcome of your representation or the time necessary to resolve this matter. No change or waiver of any of the provisions of the Engagement Letter or these Terms Of Representation shall be binding on either you or the law firm unless the change is in writing and signed by both.

20705 (4)

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Acceptance of Terms of Representation. If these Terms of Representation and the accompanying letter correctly and completely set forth our mutual understanding of the terms of our engagement, please sign a copy of the accompanying letter and return it to our offices for our file.

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Former County Executive's Consulting Agreement Invoices

## HUMPHREY, FARRINGTON & McCLAIN, P.C.

ATTORNEYS AT LAW  
221 WEST LEXINGTON, SUITE 400  
P.O. BOX 900  
INDEPENDENCE, MISSOURI 64051

TELEPHONE  
(816)836-5050  
FAX: (816)836-8966

February 09, 2016

Jackson County, Missouri  
ATTN: Mr. Troy Thomas, Director of Finance  
415 E 12th St  
Kansas City, MO 64106

Re: Legal Services and Consulting Agreement

24337/ZZ

Professional services:

Amount

Legal and Consulting Services for February 2016 provided by Mike Sanders

For professional services rendered:

\$10,000.00

Balance due

\$10,000.00

Bills are due and payable upon receipt. Please make your  
check payable to Michael Sanders.

Appendix D  
Jackson County  
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Former County Executive's Consulting Agreement Invoices

## HUMPHREY, FARRINGTON & McCLAIN, P.C.

ATTORNEYS AT LAW  
221 WEST LEXINGTON, SUITE 400  
P.O. BOX 900  
INDEPENDENCE, MISSOURI 64051

TELEPHONE  
(816)836-5050  
FAX: (816)836-8966

March 09, 2016

Jackson County, Missouri  
ATTN: Mr. Troy Thomas, Director of Finance  
415 E 12th St  
Kansas City, MO 64106

Re: Legal Services and Consulting Agreement

24337/ZZ

Professional services:

Amount

Legal and Consulting Services for March 2016 provided by Mike Sanders

For professional services rendered:  
Previous balance

\$10,000.00  
\$10,000.00

Balance due

~~\$20,000.00~~

10,000.00

Bills are due and payable upon receipt. Please make your  
check payable to Michael Sanders.

The manual change to this  
invoice was made by a county  
employee

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## HUMPHREY, FARRINGTON & McCLAIN, P.C.

ATTORNEYS AT LAW  
221 WEST LEXINGTON, SUITE 400  
P.O. BOX 900  
INDEPENDENCE, MISSOURI 64051

TELEPHONE  
(816)836-5050  
FAX: (816)836-8966

April 08, 2016

Jackson County, Missouri  
ATTN: Mr. Troy Thomas, Director of Finance  
415 E 12th St  
Kansas City, MO 64106

Re: Legal Services and Consulting Agreement

24337/ZZ

Professional services:

Amount

Legal and Consulting Services for April 2016 provided by Mike Sanders

For professional services rendered:

\$10,000.00

Balance due

\$10,000.00

Bills are due and payable upon receipt. Please make your  
check payable to Michael Sanders.



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**HUMPHREY, FARRINGTON & McCLAIN, P.C.**

ATTORNEYS AT LAW  
221 WEST LEXINGTON, SUITE 400  
P.O. BOX 900  
INDEPENDENCE, MISSOURI 64051

TELEPHONE  
(816)836-5050  
FAX: (816)836-8966

May 09, 2016

Jackson County, Missouri  
ATTN: Mr. Troy Thomas, Director of Finance  
415 E 12th St  
Kansas City, MO 64106

Re: Legal Services and Consulting Agreement

24337/ZZ

Professional services:

Amount

Legal and Consulting Services for May 2016 provided by Mike Sanders

For professional services rendered:

\$10,000.00

Balance due

\$10,000.00

Bills are due and payable upon receipt. Please make your  
check payable to Michael Sanders.

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## **HUMPHREY, FARRINGTON & MCCLAIN, P.C.**

ATTORNEYS AT LAW  
221 WEST LEXINGTON, SUITE 400  
P.O. BOX 900  
INDEPENDENCE, MISSOURI 64051

TELEPHONE  
(816)836-5050  
FAX: (816)836-8966

June 09, 2016

Jackson County, Missouri  
ATTN: Mr. Troy Thomas, Director of Finance  
415 E 12th St  
Kansas City, MO 64106

Re: Legal Services and Consulting Agreement

24337/ZZ

Professional services:

Amount

Consulting Services for June 2016 provided by Mike Sanders

For professional services rendered:

\$10,000.00

Balance due

\$10,000.00

Bills are due and payable upon receipt. Please make your check payable to Humphrey, Farrington, & McClain P.C. Our office now accepts Discover, Mastercard and Visa. Thank you.

**CONSULTING AGREEMENT**

This Consulting Agreement ("Consulting Agreement") is made this 24<sup>th</sup> day of January, 2016, by and between Jackson County, Missouri, ("the County") and Michael D. Sanders ("Sanders") (collectively "the Parties").

WHEREAS, Sanders has resigned his position with the County; and

WHEREAS, Sanders is uniquely qualified by his legal training and his experience in the best practices for the management of governmental entities to provide the services described in this Agreement; and

WHEREAS, Sanders is willing to be available to provide consulting services for and to be engaged by the County, including, but not limited to, the Office of the County Counselor and the County Executive, under the terms of this Consulting Agreement; and

WHEREAS, the County desires to have Sanders available to consult for six months after his resignation; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Term:** The term of this Agreement shall run from January 15, 2016 through July 15, 2016, unless terminated as set out in Paragraph 4. Nothing in this Agreement shall be interpreted to obligate the County to employ or otherwise engage Sanders beyond July 15, 2016. After July 15, 2016, this Consulting Agreement may be renewed by mutual agreement of the parties, upon such terms as the parties may agree.
2. **Services:** In consideration of the compensation provided in Paragraph 3 of this Consulting Agreement, Sanders agrees to make himself available to consult with the County, including, but not limited to, the Office of the County Counselor and the County Executive, on an as-needed basis regarding matters within the usual scope of his employment as of December 31, 2015, including transition of his responsibilities. However, the parties agree that nothing in this Agreement shall obligate the County to utilize Sanders's services.

3. **Compensation:** In consideration for the services provided by Sanders pursuant to Paragraph 2 of this Consulting Agreement, the County agrees to pay Sanders the total sum of \$10,000.00 per month beginning on the date this agreement is signed and on the **first day** of each month thereafter for the period this Consulting Agreement is in effect with the final sixth payment payable on June 15, 2016. This compensation shall be payable regardless of whether the County utilizes Sanders's services. This compensation shall be payable on a monthly basis and shall be included on a Form 1099 to Sanders. In the event of termination of this Consulting Agreement for any reason, Sanders's right to this compensation shall immediately cease and he shall be paid pro rata based on the date of termination.

4. **Termination:** This Agreement may be terminated by: (1) either party for any reason by providing the other party with thirty (30) days' written notice of its intention to terminate this Agreement; (2) mutual agreement of the parties to terminate, including immediately; or (3) the County for Cause upon written notice to Sanders based upon the County's determination Sanders has (i) committed any criminal act under federal, state or local law, whether such act would be a felony or a misdemeanor; (ii) breached any provision of this Agreement, including, but not limited to by acting dishonestly or negligently regarding his performance hereunder; (iii) failed to perform his duties under this Agreement (other than for reasons related to illness, injury, temporary disability or temporary unavailability); (iv) violated any applicable local, state, or federal law relating to discrimination or harassment; (v) violated the County's policies and/or practices applicable to Sanders; (vi) died or become permanently disabled from continuing to provide the level of service required under this Agreement; (vii) taken any action, whether intentionally or not, or failed to act where such action/inaction has the effect of undermining or harming the County; or (viii) failed to comply with any oral or written request or directive of County.

Upon any termination of this Agreement for any reason whatsoever, Sanders shall return to the County any and all originals and copies of the County's records, files, notes, memoranda, reports, or similar items in any form or format whatsoever, written or otherwise, to the County within ten (10) days of termination.

5. **Independent Contractor:** Sanders shall work as an independent contractor and not as an employee of the County. Sanders shall report all earnings received hereunder as gross income, and be responsible for his own Federal, State, and City withholding taxes and all other taxes, and

operate Sanders independent of the business of the County except as required by this Consulting Agreement. The County acknowledges that Sanders will be conducting business that is not related to the services that will be provided to the County under this Consulting Agreement for other clients. The parties agree that Sanders shall not represent other clients on business and/or legal proceedings in which Jackson County has an interest.

6. **Additional Benefits:** In addition to the compensation and benefits described above pursuant to Paragraph 3 of this Consulting Agreement, the County shall provide Sanders the following :

- a. Parking in a County lot convenient to the Downtown Jackson County Courthouse.

7. **General Provisions:**

- a. This Agreement shall be governed by the laws of the State of Missouri.
- b. If any provision of this Agreement shall be found invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.
- c. This Agreement contains the entire agreement of the parties with respect to the matters contemplated hereby, and no modification or waiver of any provision of this Agreement will be valid unless in writing and signed by both parties.
- d. The parties agree Sanders shall be an independent contractor of the County, not an employee.
- e. Any notice to be given hereunder by either party to the other must be in writing and may be effected by personal delivery or by mail, registered or certified, postage pre-paid, with return receipt requested, and addressed to the party as follows:

To The County:

W. Stephen Nixon  
Jackson County Courthouse  
415 E. 12<sup>th</sup> St., Second Floor  
Kansas City, MO 64106

To Sanders:

Michael D. Sanders  
17808 Cliff Drive  
Independence, MO 64055

  
\_\_\_\_\_  
MICHAEL D. SANDERS

1-15-16  
\_\_\_\_\_  
(DATE)

ON BEHALF OF JACKSON COUNTY, MISSOURI

BY W. STEPHEN NIXON, COUNTY COUNSELOR

(DATE)

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$60,000.00 which is hereby authorized. Remaining funds are subject to appropriation in the County's future years' annual budgets.

Date January 21, 2016

[Signature]  
Director of Finance and Purchasing

004-3601-6020

36012016002

Handwritten text was added by  
a county employee



**COUNTY LEGISLATURE  
JACKSON COUNTY, MISSOURI**

**THERESA CASS GALVIN  
LEGISLATIVE CHAIRMAN  
JACKSON COUNTY LEGISLATOR, 6TH DISTRICT**

JACKSON COUNTY COURTHOUSE  
415 E. 12th Street, 2nd Floor  
Kansas City, Missouri 64106

Office: 816-881-3132  
Fax: 816-881-3340  
[www.jacksongov.org](http://www.jacksongov.org)



August 31, 2020

Nicole Galloway  
Missouri State Auditor  
Truman State Office Building  
301 West High Street, Rm 880, P.O. Box 869  
Jefferson City, MO 65102

Honorable Auditor Galloway,

In February 2018 the Jackson County Legislature formally requested an independent audit by the Missouri State Auditor to provide assurance to all County elected officials and the citizens of Jackson County that the assets of the County are safeguarded through proper internal controls that fully comply with applicable State and County laws. In April of 2020 the COMBAT audit report was issued as the first of multiple areas of review.

Again, the County Legislature greatly appreciates the State Auditor's time and efforts in conducting an audit and issuing a report of the Jackson County No-Bid Contracts and Other Expenditures as the second report of multiple areas of review.

As the Jackson County Charter authorizes specific delegation of duties, powers and limitations, the County Legislature agrees that the fiduciary trust from taxpayers is of utmost importance and assurance that funds entrusted to Jackson County should be monitored and spent in the most prudent manner. The County Legislature supports the report's recommendations surrounding deficiencies in internal controls, non-compliance with legal provisions and the need for improvement in management practices and procedures. The County Legislature will continue to strengthen oversight efforts of county operations and internal controls through policymaking measures to establish best practice standards that fall within said separation of powers of the existing Jackson County Charter.

*Harry S. Truman, Presiding Judge, 1927-1934*





**FRANK WHITE, JR.**  
**Jackson County Executive**

September 3, 2020

Robert McArthur II, Senior Auditor III  
Missouri State Auditor's Office  
P.O. Box 869  
Jefferson City, MO 65102

via email: [robert.mcarthur@auditor.mo.gov](mailto:robert.mcarthur@auditor.mo.gov),  
[pamela.allison@auditor.mo.gov](mailto:pamela.allison@auditor.mo.gov)

Dear Mr. McArthur,

In response to your request for my office's response, please see the information below:

1.1

The Administration is committed to taking all actions necessary, within the Administration's authority, to ensure that the solicitation, selection and execution of all contracts is done appropriately.

Prior to 2018, the County Counselor was responsible for the solicitation and awarding of all legal service contracts, subject only to adequate appropriations by the County Legislature. Beginning in 2018, all contracts for legal services have required the direct approval of the County Legislature.

The Administration will review all recommendations made, and in collaboration with the County Legislature, Counselor, Prosecuting Attorney and Sheriff make all changes necessary.

1.2

The Administration is committed to taking all actions necessary, within the Administration's authority, to ensure that the solicitation, selection and execution of all contracts is done appropriately.

The Administration will review all recommendations made, and in collaboration with the County Legislature, Counselor, Prosecuting Attorney and Sheriff make all changes necessary.

1.3

The Administration will ensure that an annual purchasing report is prepared and submitted to the Legislature in accordance with the applicable provisions of the County's Code of Ordinances.





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2.1

The Administration will work with the County Legislature, Counselor, Prosecuting Attorney and Sheriff to ensure that appropriate rules, policies, and internal controls are in place to prevent against the usage of any funds for purposes beyond the statutorily defined allowable uses of such dollars.

2.2-2.6

The Administration will work with the County Legislature, Counselor, Prosecuting Attorney and Sheriff to ensure that contracts are drafted appropriately, executed in a timely fashion, and sufficient documentation is provided to justify the payment of all invoices.

The Administration will work with the County Legislature, Counselor, Prosecuting Attorney and Sheriff to ensure that appropriate rules, policies, and internal controls are in place to protect against any funds being used inappropriately.

3.1-3.2

The Administration will take all necessary steps to ensure that travel advances are properly reviewed, and any inappropriate use is reimbursed to the County. The Administration will work with the County Legislature, Sheriff, and Prosecuting Attorney to ensure that all existing travel policies are complied with and any necessary revisions to the policies are made.

Regards,

A handwritten signature in blue ink, appearing to read "Frank White, Jr.", with a long horizontal line extending to the left.

Frank White, Jr.  
Jackson County Executive

cc

Pamela Allison, Supervising Manager of the Public Corruption and Fraud Division