

GAMBLE & SCHLEMEIER, LTD.

Governmental Relations Services Contract

This agreement, made as of September 1, 2020, is by and between the **City of Chesterfield, Missouri** (hereinafter "Client"), and **Gamble & Schlemeier, Ltd.**, 213 East Capitol Avenue, Jefferson City, Missouri, 65101 (hereinafter "Gamble"). By this agreement it is intended that Gamble will provide to Client governmental relations services, as an independent contractor, as governed by the terms and conditions set forth below.

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein below, agree as follows:

Term and Scope of Services

Gamble will provide to Client the following services:

Governmental relations services before the Missouri legislature and executive branch related to the establishment and maintenance, on behalf of Client, of contacts with members of the Missouri General Assembly; monitoring of pertinent legislation affecting Client's municipal interests; and preparation of or lobbying on behalf of legislation proposed in Client's interest, or lobbying against legislation contrary to Client's interest, which may include, without limitation, legislation affecting the St. Louis County municipal sales tax pooling requirements imposed by RSMo Section 66.620, legislation directly related to a merger of St. Louis City and St. Louis County, legislation related to municipal cable franchise fees, and legislation related to internet sales or use tax authorization pursuant to the *Wayfair* U.S. Supreme Court decision. Included in such services, during the legislative session, Gamble will provide to Client a written monthly summary of services performed and legislation monitored on behalf of Client for the previous month. This agreement shall be in effect from the date first above stated through August 30, 2021.

Payment

Client agrees to pay Gamble:

A total fee of **\$40,000**, which shall be due and payable, in 12 equal monthly installments, upon the 1st day of each month, beginning on September 1, 2020.

No expense reimbursement shall be made for, and Client, shall not be obligated for, any expenses associated with employee retirement benefits, taxes (FICA, withholding or FUTA), unemployment insurance, workers' compensation insurance benefits, health insurance, office equipment, office expenses or repairs, maintenance or utilities, or other direct expense of the services provided by Gamble as consultant under this agreement.

Independent Contractor Status

Neither Gamble, nor any of its subcontractors, employees or agents shall be deemed to be employees of Client, it being understood that Gamble is an independent contractor for all purposes and at all times. Gamble shall be solely responsible for withholding or payment of all federal, state and local personal income taxes, social security taxes, unemployment and disability insurance, and all other payroll taxes and obligations with respect to Gamble or its employees. It is the intent of the parties to this agreement that Gamble is retained based upon its expertise in governmental affairs consulting. Therefore, Gamble shall have complete control and discretion in choosing the appropriate means, manner and

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methods for providing the services hereunder; Client shall exercise no supervisory or other control over the means, manner and method by which Gamble provides such services. Further, Client acknowledges that Gamble may and will be providing the same or similar services to other entities and Gamble acknowledges that Client may retain or employ additional management or governmental affairs consultants.

This instrument contains the entire agreement between the parties and no statement, promise or inducement made by either party or agent of either party that is not contained in this written agreement shall be valid or binding. This agreement may not be enlarged, modified or altered except in writing signed by the parties. This agreement shall inure to the benefit of and be binding only upon Gamble and Client. This agreement is entered into between the parties in the state of Missouri and shall be subject to interpretation and construction according to the internal laws of the state of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands the day aforesaid.

Gamble:
Gamble & Schlemeier, Ltd.

Client:
City of Chesterfield, Missouri

Jorgen Schlemeier, authorized officer
