

LETTER AGREEMENT AMENDMENT #1

March 7, 2024

This AMENDMENT (“Amendment”) shall amend and become a part of the Letter Agreement for Professional Services dated September 26, 2023 between Copaken Brooks (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services for the following Project (the “Agreement”):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Independence, Missouri

Project Description: Independence Square Redevelopment - G

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson’s Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Phase 110 – Project Initiation and Partnership Creation

Project Management

Olsson will provide Project management coordination, quality/cost control, information coordination, and Project schedule management services.

Olsson will attend one (1) virtual kick-off meeting with Client’s Project team, including six (6) or less City staff members to define expectations and clarify Project goals. Olsson shall review Project scope, schedule, engagement and outreach plan, and Citizen Advisory Committee (CAC) makeup and responsibilities.

Following the virtual kick-off meeting, Olsson will prepare a detailed Project schedule.

Olsson will host and attend monthly virtual progress meetings with Client to discuss Project status. Olsson shall provide Client with monthly progress reports prior to each meeting during Project lifespan.

Project Branding

Olsson will coordinate with the City’s Communications Manager and prepare a Project-specific branding plan to detail logo, colors, fonts, and theming to be integrated into print and digital Project materials. Project-specific brand will complement City’s existing brand standards/guidelines.

Citizen Advisory Committee

Client and Olsson will coordinate formation of Citizen Advisory Committee (CAC). Client and Olsson will coordinate outreach to, communication with, and management of CAC throughout Project. CAC shall include 20 to 30 property owners, business owners, community leaders, residents, and students. Diverse representation (age, interests, geographic area of community, background, race, et cetera) on the CAC will be prioritized.

CAC Client Responsibilities

- Identification of and initial contact with potential CAC members
 - Distribute CAC member expectations one (1)-pager document provided by Olsson
 - Direct potential CAC members to register for CAC via the registration online link (online registration link to be provided by Olsson)
- Determine if an open call for CAC members is required and distribute social media post(s) and press release provided by Olsson

CAC Olsson Responsibilities

- Set up CAC registration online link
- Create CAC member expectations one (1)-pager document
- Provide email template for Client's use for initial contact with potential CAC members
- Communicate with CAC members via email regarding CAC meetings, requests, and reminders, following CAC member registration

Client Responsibilities

- Outline City's decision-making process for the Project
- Participate in virtual kick-off meeting and monthly progress meetings, in addition to ongoing informal updates, questions, and discussions
- Provide requested data, documents, and past presentations to Olsson
- Identify stakeholders to participate in CAC

Deliverables

- Project kick-off meeting materials
- Detailed Project schedule
- Branding plan and Project logo files
- Memorandum for each monthly virtual Project progress meeting

Meetings

Olsson shall attend the following meetings:

- One (1) virtual Project kick-off meeting
- Up to twelve (12) monthly virtual Project progress meetings

Total Phase 110 Fee: \$24,000.00

Phase 120 – Engagement and Outreach

Engagement and Outreach Plan

Olsson will develop an engagement and outreach plan to direct engagement activities throughout the Project. Engagement and outreach plan will include a sequenced list of engagement tactics, tools, and events to be employed with a schedule. Engagement activities will include the following elements: education, logistics, in-person events, virtual events, and general updates.

Client will review and provide input on engagement and outreach plan to ensure maximum exposure for Project within the City, focusing on equity.

Marketing and Outreach

Olsson will coordinate with CAC members to provide marketing materials for the Project for CAC to distribute within their communication networks. Marketing and outreach efforts will be focused on engagement and feedback opportunities for the public, including, but not limited to, public survey, public open houses, and neighborhood group / homeowner association meetings.

Press Releases

Olsson will write and coordinate with Client on content and timing of up to six (6) press releases throughout the planning process. Client and City's Communications Manager will distribute press releases.

Media Coordination

Olsson will coordinate with local media outlets, including CityScene newsletter, Independence Today newsletter, Utilities newsletter, Parks/Recreation/Tourism newsletter, The Examiner, City 7, KMBC, and Fox4 KC at strategic times throughout the Project for interview opportunities and engagement events. Olsson will coordinate with Client and City's Communications Manager to advertise engagement events and Project updates via these media outlets.

Mailers

Olsson will create up to two (2) postcard-size mailers and/or utility bill inserts for Client to send to residents/businesses/property owners. Mailers/inserts will include a Project overview, link to the Project website, and a list of ways to engage with the Project. Client is responsible for compiling the distribution list, print and postage costs, and mailing the mailers/inserts.

Informational Videos

Olsson will coordinate with Client to develop up to two (2) one (1)-minute or less interview-style Project informational videos with a designated City leader(s) to be shared on the City's website, City's social media platforms, referenced on the postcard mailer, and embedded in the Project website to generate community excitement about the Project.

Social Media and City Website

Olsson will coordinate with City's existing social media platforms and City's website to encourage engagement with the Project. Olsson will draft Project-related content for City's Project website and social media accounts. Client will be responsible for posting Project-related content to City's website and social media accounts. Olsson will coordinate with Client on timing of City website and social media posts. Olsson will provide up to ten (10) social media graphics (with associated captions) for Client to distribute. Client will update City's website, using social media content provided by Olsson.

Email and Text Message Outreach

Project webpage will include a Project alert email and/or text message sign-up form/information for residents and stakeholders to sign-up and receive Project alerts. Olsson will send Project alerts via email and text message to the contact list periodically throughout the Project's lifespan, in line with social media posts.

Frequently Asked Questions

Project webpage will include a detailed list of frequently asked questions regarding the General Obligation Bond. Olsson will develop a list of questions and answers for Client to review. Client will add finalized questions and answers to Project's webpage.

Online Engagement

Project Webpage

Olsson will coordinate with Client to develop and prepare graphics and text to be embedded on a Project webpage, located within the City's website. Webpage will allow interested participants to view and provide feedback and learn how to get involved in the Project. Client will build the webpage and continue to maintain and monitor the webpage throughout the Project. Webpage will include a community member interest form to generate a Project community contact list, via email and text message.

Virtual Public Open Houses

Olsson will create up to two (2) virtual public open houses. Virtual public open houses will launch following first and second rounds of in-person public open houses. Virtual public open houses will be hosted within the Project webpage. First virtual public open house will inform residents and stakeholders about the Project and direct them to complete the public survey. Second virtual public open house will be to update residents and stakeholders about General Obligation Bond allocation and upcoming bond election.

Public Survey

Olsson will design, build, and administer an online public survey via SurveyMonkey. Survey will be drafted by Olsson and reviewed by Client and CAC, if requested. Upon Client's request, Olsson will engage CAC to help draft the public survey. Olsson will prepare marketing materials to encourage survey participation. Public survey will gauge public opinion on how bond dollars will be allocated to various proposed City improvement Projects.

Once survey closes, Olsson will analyze results and prepare a public survey summary report.

In-Person Engagement

Olsson will coordinate and facilitate the following in-person meetings:

- Up to three (3) CAC meetings
- Up to four (4) public open houses
- Up to eight (8) roadshow presentations/meetings

CAC Meetings

Olsson will prepare for, develop content for, host, and facilitate up to three (3) in-person CAC meetings. Client is responsible for booking and covering fees associated with the meeting venue.

- First CAC meeting will share information about the Project and complete a brainstorming exercise to identify a complete list of organizations, community groups, et cetera, to engage with in the Project and campaign.
- Second CAC meeting will present findings of the public survey and include a prioritization exercise to determine CAC's priorities for bond dollar allocations.
- Third CAC meeting will update the committee on status of public engagement for the Project, garner feedback on campaign marketing strategies, and gain commitments from CAC members to complete campaign groundwork.

Public Open Houses

Olsson will prepare for, develop content for, host, and facilitate up to four (4) in-person public open houses. Public open houses will be divided into two (2) separate series. Both series will discuss the same content but take place in two (2) different venues to increase geographic equity. Client is responsible for booking and covering fees associated with open house venues. Public open houses will be scheduled in the evening or during a weekend.

- Series One public open houses will provide information about the Project and encourage participation in the public survey.
- Series Two public open houses will provide finalized information about the General Obligation Bond.

Roadshow Presentations / Meetings

In coordination with Client's Project team and CAC, Olsson will prepare for, develop content for, and facilitate up to eight (8) roadshow presentations / meetings. Such presentations / meetings will be for various neighborhood groups, homeowners' associations, community groups / organizations, et cetera. Such groups will be identified by Olsson, Client's Project team, and the CAC. Additional roadshows / presentations will be staffed and led by members of Client's Project team and/or CAC. Roadshows / presentations will provide information about the Project, encourage participation in the public survey, and request assistance in providing Project information with their communication networks. Initial contact with the identified groups will be conducted by Olsson.

Client Responsibilities

- **Public Open House Venue Coordination and Cost**

Client will provide and/or cover coordination, reservations, and expenses of required meeting space for any in-person events. Meeting space shall provide the following:

- Accommodations for at least 100 people
 - Blank wall space
 - Walls without art or other attached materials
 - Walls that painters' tape may be affixed to
 - Layout tables that can be moved into various arrangements
 - Chairs for the tables
 - Electrical outlets
 - Wi-Fi
 - Allow Olsson access from, at a minimum, 7:00 AM to 9:00 PM
 - No other events scheduled to use the space during events (at any time, day or night)
- **Engagement Advertisement**
Client will coordinate with City's website, social media platforms, and other communication outlets to advertise Project and ways to get involved. Client is responsible for posting content on City's website and social media platforms.
 - **Pop-Up Events**
Client shall attend additional, identified local community events and/or locations to publicize the Project and how to participate. Olsson will provide marketing material to assist with pop-up events.
 - Participation at in-person engagement events

Deliverables

- Engagement and outreach plan
- Up to six (6) press releases
- Up to two (2) one (1)-minute Project informational videos
- Up to two (2) postcard mailers/utility inserts (design only)
- Up to ten (10) social media graphics and captions
- Up to ten (10) email/text message Project alerts
- Frequently asked questions list with answers
- Project webpage graphics and text
- Public survey (online only)
- Content for roadshows/presentations
- Public survey summary report

Meetings

Olsson shall attend the following meetings:

- Up to three (3) CAC in-person meetings
- Up to four (4) in-person public open house
- Up to eight (8) roadshows/presentations
- Up to two (2) virtual public open houses

Total Phase 120 Fee: \$53,000.00

Phase 130 – Campaign Assistance

Flyers and Pamphlets

Olsson will design up to two (2) flyers and up to two (2) pamphlets regarding the Project, proposed City improvements to be funded by the General Obligation Bond, and election timeline. Client is responsible for printing costs.

Yard Signs

Olsson will design one (1) yard sign regarding the Project, directing viewers to the Project webpage for more information. Client is responsible for printing/manufacturing costs and yard sign placement.

Roll-Up Banners

Olsson will design one (1) roll-up banner regarding the Project, including proposed City improvements to be funded by the General Obligation Bond and election timeline. Client is responsible for printing/manufacturing costs and placement of roll-up banner(s).

Poll Development

Olsson will develop up to three (3) polls to gauge and monitor support for General Obligation Bond during campaign phase. Polls will be hosted at Project webpage.

Client Responsibilities

- All printing/manufacturing fees
- Placement of marketing collateral at various locations

Deliverables

- Up to two (2) flyers (design only)
- Up to two (2) pamphlets (design only)
- One (1) yard sign (design only)
- One (1) roll-up banner (design only)
- Up to three (3) online polls

Meetings: N/A

Total Phase 130 Fee: \$4,000.00

TOTAL SCOPE OF SERVICES: \$81,000.00

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: March 2024

Anticipated Completion Date: April 2025

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

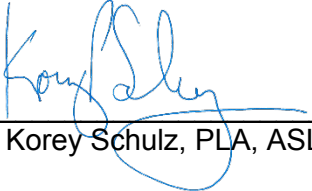
Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Eighty-One Thousand Dollars (\$81,000.00). Olsson's reimbursable expenses for this Project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

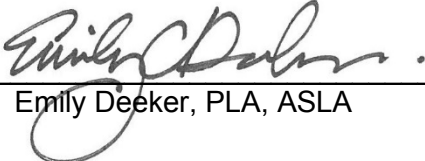
TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing,

OLSSON, INC.

By  _____
Korey Schulz, PLA, ASLA

By  _____
Emily Deeker, PLA, ASLA

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

COPAKEN BROOKS

By _____
Signature

Printed Name _____

Title _____

Dated: _____