

CONSULTING AGREEMENT

**THIS CONSULTING AGREEMENT**, made and entered into on this 23<sup>rd</sup> day of February, 2021, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called the "County" and **FRED DREILING, LLC**, 7325 Summit, Kansas City, Missouri 64114, hereinafter called "Consultant."

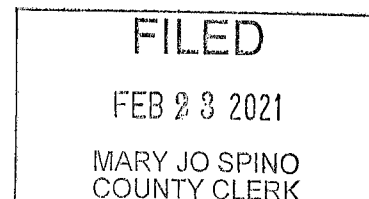
**WITNESSETH:**

WHEREAS, Consultant has agreed to perform consulting services for the County in the areas of intergovernmental relations, in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Consultant and 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 Consultant respectively promise, covenant and agree with each other as follows:

1. Consultant shall serve as the "Lead Intergovernmental Relations Consultant" to the County Legislature as provided in section 295.1 of the Jackson County Code. Consultant will assess the current political climate in the State of Missouri and recommend appropriate strategies that would benefit the County and inform the County on all pertinent legislative issues and provide lobbying services as requested. Consultant shall work at the direction of the Chair of the County Legislature's Intergovernmental Affairs Committee and be available to attend such meetings as the County Legislature may request, all as is more fully set out in the Description of



Services, attached hereto as Exhibit A.

2. County shall pay Consultant the total sum of \$117,500.00 for its services pursuant to this Agreement, payable in monthly installments of \$9,791.66. The first two monthly installments shall be due within two weeks after the execution of this Agreement, upon receipt of an invoice from Consultant. Subsequent payments will be due on the first day of each calendar month for the remainder of 2021, upon receipt of Consultant's invoice.

3. Consultant shall direct a team of assistant lobbyists through sub-contractual relationships. Of the total sum of \$117,500.00 payable to Consultant, \$34,500.00 shall be allocated to Noel Torpey, \$15,000.00 shall be allocated to Cara Hoover, and \$15,000.00 shall be allocated to Bennie Lewis for services rendered pursuant to this Agreement. Consultant is authorized to execute appropriate subcontracts with these persons.

4. Consultant shall bear all the expenses of its work under this Agreement.

5. Consultant shall work as an independent contractor and not as an employee of County. Consultant shall be subject to the direction of County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Consultant 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 County except as required by this Agreement.

6. The term of this Agreement shall be effective as of January 1, 2021, and extend until December 31, 2021. Consultant or County may terminate this Agreement

by giving seven (7) days written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Consultant 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 Consultant to County within three (3) days of the demand of County.

7. Consultant promises, covenants, and agrees, in addition to all other provisions herein, that during the term of this Agreement, he shall not assign any portion or the whole of this Agreement without the prior written consent of County, except as specifically provided in section 3 herein.

8. If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reason 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, Consultant 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, Consultant shall sign an affidavit, attached hereto and incorporated herein as Exhibit A, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

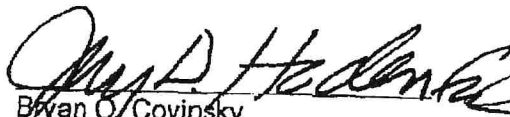
10. Consultant and its subcontractors shall be responsible for their own compliance with the provisions of section 105.450 et seq., RSMo.

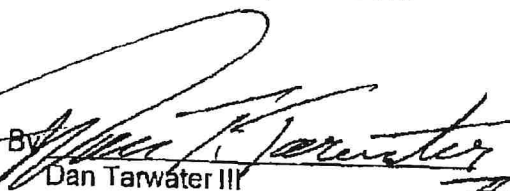
11. This Agreement incorporates the entire understanding and agreement of the parties.

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

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

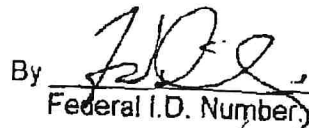
  
Bryan O. Covinsky  
County Counselor

By   
Dan Tarwater III  
Chairman of the Legislature

ATTEST:

FRED DREILING, LLC

  
Mary Jo Spind  
Clerk of the County Legislature

By   
Federal I.D. Number 20-2006937

### 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 \$117,500.00 which is hereby authorized.

1-19-2021  
Date

  
Director of Finance and Purchasing  
Account No. 001-0112-56021

Fred Dreiling, LLC  
Description of Services and Compensation

1. Consultant will assess the current political climate in Missouri and recommend appropriate strategies that would benefit Jackson County.
2. Consultant will inform the county on all pertinent legislative issues. Consultant will monitor the appropriations process and seek funds that could benefit Jackson County. Consultant will look for additional CARES ACT funding that could be made available for Jackson County.
3. Consultant will provide appropriate and proper representation in the State of Missouri, the General Assembly, and all other governments as directed by Jackson County.
4. Consultant will be available to meet with Jackson County Officials when requested. Consultant will be available to attend legislative and committee meetings.
5. Consultant will be responsible for its own compliance with the provisions of section 105.450 et seq., RSMO.
6. Consultant shall bear all expenses of its work under this agreement.
7. Consultant will be responsible for directing the efforts of the entire legislative team in Jefferson City.
8. Consultant shall be paid \$9,791.66 per month. This amount shall be divided by the consultants as prescribed by the contract.

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 **Fred Dreiling, LLC**, (Organization name) 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, **Fred Dreiling, LLC**, 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  
Owner  
Title

Fred Dreiling  
Printed Name  
1-31-2020  
Date

Subscribed and sworn before me this 31 day of January, 2020. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 06-05-2020.

[Signature]  
Signature of Notary

1-31-2020  
Date

