

CONSULTING AGREEMENT

THIS AGREEMENT, made and entered into on this 2 day of March, 2010, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called the "County" and **CLAIRE WEST CONSULTING, LLC**, 601 Crest Drive, Jefferson City, MO 64109, hereinafter called "Consultant."

WITNESSETH:

WHEREAS, Consultant has agreed to perform consulting services for the County Legislature related to the Jackson County pension plan, 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 perform consulting services including but not limited to assessing the current political climate in the State of Missouri, recommending appropriate strategies to benefit the Jackson County Pension Plan, informing the County on all pertinent legislative issues, and providing lobbying services as requested, as related to the Plan, all as is more fully set out in the Scope of Work, attached hereto as Exhibit A.

2. Consultant shall work at the direction of the Chairman of the County Legislature 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

Handwritten signature and initials

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.

3. County shall pay Consultant a professional fee of \$25,000.00 for its services pursuant to this Agreement, payable in four installments of \$6,250.00 each. The Consultant shall submit quarterly invoices to the Legislative Auditor.

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

5. The term of this Agreement shall be effective as of January 1, 2010, and shall extend through December 31, 2010. Consultant or County may terminate this Agreement, with or without cause, by giving thirty (30) 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.

6. Consultant promises, covenants, and agrees, in addition to all other provisions herein, that during the term of this Agreement, it shall not assign any portion or the whole of this Agreement without the prior written consent of County.

7. 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.

8. Consultant shall indemnify and hold harmless the County, its officers, agents, and employees from liability of any nature or kind, including costs and expenses, for or on account of any or all suits or damages of any character whatsoever resulting in whole or in part from the negligent performance or omission of an employee, agent, or representative of the Consultant.

9. Consultant acknowledges that in providing consulting services, any confidential information and materials concerning the County shall be strictly held in a confidential manner and further certifies any confidential material will not be made available, reproduced, sold, distributed or otherwise published or disseminated to any person or entity, except as otherwise absolutely necessary to perform services and/or subject to public disclosure and release pursuant to the Missouri Sunshine Law. Consultant shall notify the County of any instance of a breach of confidentiality.

10. 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

By *Pamela Fellin*
Pamela Fellin
Acting Chief Deputy County Counselor

By *M. D. Sanders*
Michael D. Sanders
County Executive

ATTEST:

CLAIRE WEST CONSULTING, LLC

Mary Jo Spino
Mary Jo Spino
Clerk of the County Legislature

By *Claire West*
26-0431641
Federal ID Number

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 \$25,000.00 which is hereby authorized.

February 25, 2010
Date

[Signature]
Director of Finance and Purchasing

Account No. 001 5101 6080 \$ 18,165
002 5102 6080 \$ 625
003 5103 6080 \$ 2075
004 5104 6080 \$ 2635
045 4500 6080 \$ 1500

5101 2010 009

ATTACHMENT A

SCOPE OF WORK

For the purpose of performing professional services, the scope of the work to be performed will be inclusive of any legislative proposal or issue relative to Jackson County. General responsibilities of the Contractor will include, but not be limited to the following:

- Communicating with members of the county legislature, state legislature, administration, and any standing, statutory or special committee of the state or county legislature on issues affecting Jackson County as directed by the County's designee(s).
- Reviewing pending legislation and identifying proposals that may impact Jackson County.
- Attending any hearings or meetings during the legislative session and throughout the year as directed by the County's designee(s).
- Participating in meetings and calls with other consultants and/or staff offering strategic advice on legislative and/or regulatory issues that may affect the County.
- Issuing periodic reports upon request regarding activity with the state legislature, administration, and any standing, statutory or special committee of the state legislature on issues affecting Jackson County as directed by the County's designee(s).