

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Chairman of the Legislature to execute Consulting Agreements with Fred Dreiling, LLC, in the amount of \$25,000.00 and W.T. Dawson, in the amount of \$35,000.00, to serve as intergovernmental relations consultants, at an actual aggregate cost to the County not to exceed \$60,000.00.

RESOLUTION #16815, February 2, 2009

INTRODUCED BY Dan Tarwater and Dennis Waits, County Legislators

WHEREAS, the Legislature has determined that it is in the County's best interest to retain experienced consultants to assess the current political climate in the State of Missouri, recommend appropriate strategies that would benefit the County, inform the County on all especially concerning pertinent legislative issues, and provide lobbying service as requested, especially concerning health, parks and recreation, land use, and road and bridge and other transportation-related matters; and,

WHEREAS, the consultants shall work at the direction of the County Legislature and be available to attend meetings at the County Legislature's request; and,

WHEREAS, Fred Dreiling, LLC, and W.T. Dawson are both experienced and fully capable of performing said duties; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Chairman of the Legislature be and hereby is authorized to execute Consulting

Agreements with Fred Dreiling, LLC, in the amount of \$25,000.00, and W.T. Dawson, in the amount of \$35,000.00, in forms to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreements.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Greg A. Hader
Chief Deputy County Counselor

Marian Jones
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16815 of February 2, 2009, was duly passed on February 2, 2009 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 5

Nays 2

Abstaining 0

Absent 2

2.3.09
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 002 5102 56080
ACCOUNT TITLE: Health Fund
Non-Departmental
Other Professional Services
NOT TO EXCEED: \$20,000.00

ACCOUNT NUMBER: 003 5103 56080
ACCOUNT TITLE: Park Fund
Non-Departmental
Other Professional Services
NOT TO EXCEED: \$20,000.00

ACCOUNT NUMBER: 004 5104 56080
ACCOUNT TITLE: Road & Bridge Fund
Non-Departmental
Other Professional Services
NOT TO EXCEED: \$20,000.00

1/29/08
Date


Director of Finance and Purchasing

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT, made and entered into on this 24 day of February, 2009, 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 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 County Executive and be available to attend such meetings as the County Executive may request.

2. 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.

FILED
FEB 24 2009
MARY JO SPINO
COUNTY CLERK

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 the total sum of \$25,000.00 for its services pursuant to this Agreement, payable in monthly installments of \$2,083.34. The first installment 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 2009, upon receipt of Consultant's invoice.

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, 2009, and extend until December 31, 2009. Consultant or County may terminate this Agreement by giving 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.

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 be responsible for its own compliance with the provisions of section 105.450 et seq., RSMo.

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.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

Mark S. Jones
Mark S. Jones
County Counselor

By Scott Burnett
Chairman of the Legislature

ATTEST:

FRED DREILING LLC

Mary Jo Spino
Mary Jo Spino
Clerk of the County Legislature

By [Signature]
20-2006937
Social Security or Federal I.D. 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.

2/18/09
Date

[Signature]
Director of Finance and Purchasing

Account No. 002-5102-56080 \$20,000.00
003-5103-56080 5,000.00
\$25,000.00

AGREEMENT

THIS AGREEMENT, made and entered into on this 24 day of February, 2009, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called the "County" and **W. T. DAWSON**, hereinafter called "Dawson," 2631 Mohawk, Jefferson City, Missouri, 65101.

WITNESSETH:

WHEREAS, Dawson has agreed to research legislative issues for the County in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

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

1. Dawson shall fulfill the functions of legislative liaison and perform research on legislative issues, and shall perform such other duties as may be directed by the County Executive or the Chairman of the Legislature from time to time. He shall work through the 2009 regular session of the Missouri General Assembly and shall perform follow up work with the office of the Governor of Missouri regarding legislative research issues, until this Agreement has expired or has otherwise been terminated.

2. Dawson shall work as an independent contractor and not as an employee of County. Dawson 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. Dawson

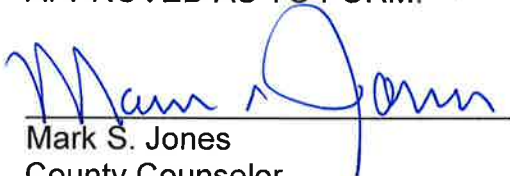
covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

8. Dawson shall be responsible for his own compliance with the provisions of section 105.450 et seq., RSMo.

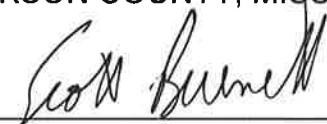
9. This Agreement incorporates the entire understanding and agreement of the parties.

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

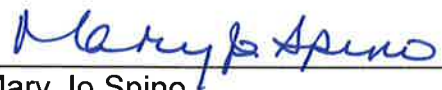
APPROVED AS TO FORM:


Mark S. Jones
County Counselor


JACKSON COUNTY, MISSOURI

By 
Chairman of the Legislature

ATTEST:


Mary Jo Spino
Clerk of the County Legislature

W. T. DAWSON, PUBLIC LIAISON


511-42-8222
Social Security 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 \$35,000.00 which is hereby authorized.

2/18/09
Date


Director of Finance and Purchasing

Account No. 003-5103-56080 \$15,000.00
004-5104-56080 20,000.00
\$35,000.00