

AGREEMENT

THIS AGREEMENT, made and entered into on this 23 day of February, 2011, 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 2011 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, all as is more fully set out in the Scope of Services, attached hereto as Exhibit A.

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

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JACKSON COUNTY  
MISSOURI

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 shall report all earnings received hereunder as gross income, and be responsible for his own Federal, State and City withholding taxes and all other taxes, and operate his business independent of the business of County except as required by this Agreement.

3. County shall pay Dawson the total sum of \$45,000.00 for his services pursuant to this Agreement, payable in quarterly installments of \$11,250.00. The initial installment shall be due within two weeks after the execution of this Agreement, upon receipt of an invoice from Dawson. Subsequent payments will be due on the first day of each calendar quarter for the remainder of 2011, upon receipt of Dawson's invoice.

4. Dawson shall pay all of his expenses out of the total sum appropriated for this Agreement.

5. The term of this Agreement shall extend from January 1, 2011, until December 31, 2011. Dawson or County may terminate this Agreement by giving 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 Dawson 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 Dawson to County within three (3) days of the demand of County.

6. Dawson 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.

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. 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:

W. Stephen Nixon  
W. Stephen Nixon  
County Counselor

JACKSON COUNTY, MISSOURI

By Jim Wate  
Chairman of the Legislature

ATTEST:

Mary Jo Spino  
Mary Jo Spino  
Clerk of the County Legislature


W. T. DAWSON, PUBLIC LIAISON

W. T. Dawson  
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 \$45,000.00 which is hereby authorized.

February 16, 2011  
Date

  
Director of Finance and Purchasing  
Account No 001-5101-56080-25,494

- 002-5102-56080 = 5,965
- 003-5103-56080 = 4,446
- 004-5104-56080 = 6,448
- 045-4500-56080 = 2,647

51012011003

**W.T. DAWSON & ASSOCIATES**

*Governmental Consulting*

2631 Mohawk

Jefferson City, Mo 65101

office 573-634-7796 cell 573-230-7796 email wtd53@earthlink.net

Scope of Services for Jackson County Legislature:

- Monitor and track all legislation filed by members of the General Assembly
- Attend committee meetings and hearings on legislation that affects Jackson County be it positive or negative including state budget
- Work to advance positive legislation or work to defeat legislation that has a negative impact on Jackson County
- Provide a weekly status report Friday morning as to the status of all bills being tracked
- Provide 24/7 telephone support
- Provide an "End of Session Report" on all legislation being tracked and their outcome
- Communicate with the Governor's office about signing or vetoing legislation
- Respond to any issues as directed by the Chairman