

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 26 day of October, 2011, by and between JACKSON COUNTY, MISSOURI, hereinafter called "the County," and R. WARD & ASSOCIATES, 811 E Sunset Road, Ozark, MO 65721 hereinafter called "Consultant."

WITNESSETH:

WHEREAS, the County has determined that it is in the best interest of its citizens to contract for the services of a Firearms Range and Training Specialist regarding County issues; and,

WHEREAS, **Consultant** has the expertise to provide such services; and

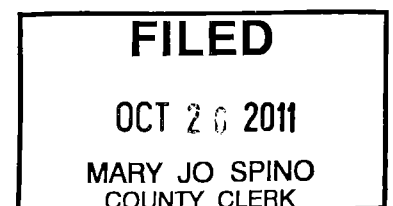
WHEREAS, **Consultant** has agreed to perform consulting work in accordance with the terms, conditions, and covenants as set forth in this Agreement; and

WHEREAS, by Resolution 17667, dated September 12, 2011, the Legislature did authorize this agreement; and

WHEREAS, **Consultant** 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 **Consultant** respectively agree as follows:

1. **Consulting Services**. **Consultant** shall fulfill his contractual obligations by providing firearms range assessment services, including but not limited to investigation of the Lake Lotawana Sportsmen's Club, as is more fully described in the



attached proposal attached hereto as Exhibit A and incorporated herein by reference.

2. **Independent Contractor.** **Consultant** shall work as an independent contractor and not as an employee of the County. **Consultant** shall be subject to the direction of the 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 his own Federal, State, and City withholding taxes and all other taxes, and shall operate his business independent of the business of the County except as required by this Agreement.

3. **Terms for Payment.** The County shall pay **Consultant** a total amount not to exceed \$10,141.00 for this contract period, as itemized on Exhibit A. Of this amount, a lump sum payment of \$7,869.91 shall be paid on the execution of this agreement. The remaining sum of \$2,271.09 shall be paid upon completion of the services listed.

4. **Expenses.** Other than those expenses expressly identified in the Exhibit A, **Consultant** shall pay all of his own expenses under this Agreement.

5. **Duration and Termination.** This Agreement shall be effective upon execution and shall continue through August 31, 2012, unless sooner terminated. **Consultant** or the County may terminate this Agreement for any reason by giving three (3) 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 for services prior to the date of termination, but payment pursuant to paragraph 3 of this Agreement shall

terminate as of the date of said notice, and shall be prorated through that date. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by the **Consultant** to the County within ten (10) days of the termination of this Agreement.

6. **Assignment.** **Consultant** agrees, in addition to all other provisions herein, that **Consultant** shall not assign any portion or the whole of this contract without the prior written consent of the County.

7. **Time of the Essence.** Timely performance of all duties provided herein is of the essence of this Agreement.

8. **Remedies for Breach.** **Consultant** agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and **Consultant's** failure to do so shall represent and constitute a breach of this Agreement. In such event, **Consultant** consents and agrees as follows:

(1) The County may without prior notice to **Consultant** immediately terminate this Agreement; and,

(2) The County shall be entitled to seek any available legal remedy and to collect from **Consultant** all costs incurred by the County as a result of said breach including reasonable attorney's fees, costs and expenses.

9. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons 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.

10. **Conflict of Interest.** Consultant warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this agreement.

11. **Incorporation.** 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.

R. WARD & ASSOCIATES, INC.

JACKSON COUNTY, MISSOURI

By Ronnie E Ward

By Michael D. Sanders

Tax ID Number 58-2647597

Michael D. Sanders
County Executive

APPROVED AS TO FORM:

ATTEST:

W. Stephen Nixon
W. Stephen Nixon
County Counselor

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

REVENUE CERTIFICATE

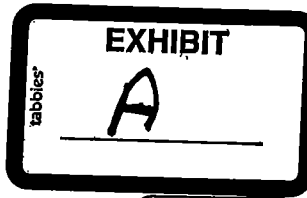
I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$10,141.00 which is hereby authorized.

October 25, 2011
Date

[Signature]
Director of Finance and Purchasing
Account Number 004-5104-56080

R. Ward & Associates, Inc

811 East Sunset Road
 Ozark, Missouri 65721
 Bus/Cell: 417-485-6401/417-849-3605
 ronnie.ward@rw-a.com



Proposal

Date	Estimate No.
8/24/2011	11-RT-001

Customer

Planning and Development Administrator
 Jackson County Public Works
 Attn: Mark Trosen
 Independence, MO 64050

Description	Project			
	Type	Qty	Rate/Hr	Total
LLSC construction spt				
Review LLSC revised SOPs & provide comments/recommendations	RS3	4	114.54	458.16
Review & comment on engineer plans	RS3	12	114.54	1,374.48
Conduct final inspection of Range Improvements/provide summary write-up (covered under estimate 09-RT-031)	RS3	0	114.54	0.00
Project Manager	PM	2	114.54	229.08
Admin Support	AS	1	53.28	53.28
Subtotal Labor				2,115.00
Profit			5.00%	105.75
			50.00	50.00
Airfare Const spt		0	400.00	0.00
Per Diem (Lodging)			0.00	0.00
Per Diem (M&IE)		0	56.00	0.00
Rental Car		0	65.00	0.00
Airport Parking/Fuel		0	20.00	0.00
POV Mileage		0	0.50	0.00
SUBTOTAL ODC				50.00
Account #	Total			\$2,270.75

R. Ward & Associates, Inc

811 East Sunset Road
Ozark, Missouri 65721

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ronnie.ward@rw-a.com

Proposal

Date	Estimate No.
9/22/2009	09-RT-031

Customer

Mark Trosen
Planning & Dev Admin
Jackson County
303 W. Walnut
Independence, MO 64050

Description	Project			
	Type	Qty	Rate/Hr	Total
Review LLSC revised SOPs & Provide comments/recommendations	RS3	12	109.10	1,309.20
Review & comment on Engineering plans	RS3	24	109.10	2,618.40
Conduct final inspection of Range improvements & provide summary write-up	RS3	24	109.10	2,618.40
Project Mgmt	RS3	5	109.10	545.50
Admin Services	AS2	2	45.93	91.86
SUBTOTAL LABOR				7,183.36
Reproduction-Postage			50.00	50.00
Airfare Initial Coord. Mtg			400.00	400.00
Per Diem (Lodging)			107.00	107.00
Per Diem (M&IE)			49.00	49.00
Rental Car			65.00	65.00
Fuel, Airport Parking, Tolls			15.00	15.00
POV Mileage			0.55	0.55
SUBTOTAL ODC				686.55
Total				\$7,869.91