

CONSULTING AGREEMENT

THIS AGREEMENT made as of the 29 day of December, 2009, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County" and **PATRICIA PEREYRA WESTLEY**, 4105 Sunrise Drive, Kansas City, MO 64123, hereinafter called "Consultant."

WITNESSETH:

WHEREAS, by Resolution 16772, dated December 1, 2008, the County did authorize the execution of an agreement with Consultant to develop the employment portion of the Re-Entry Program with the Jackson County Drug Court; and

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

WHEREAS, Consultant has proposed and agreed to perform consulting work in accordance with the terms, conditions and covenants as set forth in 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. Professional Services. Consultant shall provide consulting services to develop the employment portion of the COMBAT Re-Entry Program with the Jackson County Drug Court, as is more fully set out in the Proposal attached hereto as Exhibit 1 and incorporated herein by reference.
2. Independence Contractor. Consultant shall work as an independence

FILED
DEC 29 2008 *ms*
MARY JO SPINO
COUNTY CLERK

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 her own Federal, State and City withholding taxes and all other taxes, and operate its business independent of the business of the County, except as required by this Agreement.

3. Terms of Payment. For services rendered under this Agreement, the County shall pay Consultant a total fee not to exceed \$43,333.00. Consultant shall be paid an hourly rate of \$19.34 per hour, and shall provide the County a detailed invoice for hours worked on a monthly basis, but in no event shall Consultant invoice the County for more than 200 hours in any one calendar month. The County shall pay such invoices in a timely manner. In addition, Consultant shall bear the cost of all of her expenses of her work under this Agreement.

4. Duration and Termination. This Agreement shall be effective on December 1, 2008, and shall continue until December 31, 2009. Consultant or the County may terminate this Agreement by giving ten (10) 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 County written materials of any kind must be delivered and returned by Consultant to the County within ten (10) days of the termination of this Agreement.

5. 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.

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

7. 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 even, Consultant consents and agrees as follows:

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

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

8. 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.

9. 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 contract.


10. Incorporation. This Agreement incorporates the entire understanding and agreement of the parties.

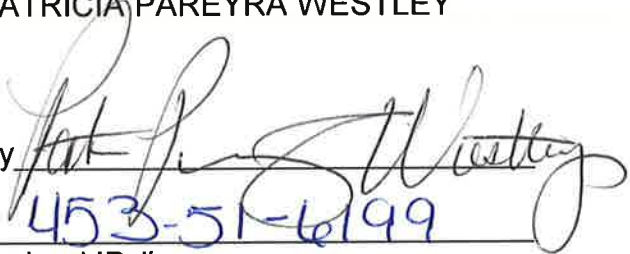
IN WITNESS WHEREOF, the parties hereto have made and executed this

Agreement the day and year first above written.

JACKSON COUNTY, MISSOURI

PATRICIA PAREYRA WESTLEY

By 
Q. Troy Thomas
Director of Finance and Purchasing

By 
453-51-6199
Federal ID #

APPROVED AS TO FORM:

ATTEST:



Mark S. Jones
County Counselor


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 the expenditure is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$43,333.00, which is hereby authorized.

Date 12/22/08


Director of Finance and Purchasing
41352008034 008-4135-56080

PATRICIA PEREYRA WESTLEY
4105 SUNRISE DRIVE
KANSAS CITY, MISSOURI 64123
SSN 453-51-6199
CELL (816) 210-5009
HOME (816) 231-1197
E-MAIL: pereyrapaty@yahoo.com

OBJECTIVE

To obtain a professional position with an organization that encourages career development and advancement.

PROFESSIONAL SUMMARY

- Highly dedicated professional with excellent communication and organizational skills.
- Performs diligently, quick study, goal oriented and welcomes new challenges.
- Independent self starter with effective problem solving skills and the ability to analyze and integrate information from relevant sources and make appropriate decisions.
- Works well independently and as a member of a team in achieving objectives.
- Skilled in the administration of programs.
- Skilled in the planning and implementation of events using all available resources.
- Bilingual and bicultural. Speaks, reads, writes and translates in Spanish and English fluently.
- Types 50 WPM and proficiency with Microsoft Office.

WORK EXPERIENCE

Senior Homeownership Counselor/Loan Originator, El Centro, Inc.
NeighborWorks HomeOwnership Center, Kansas City, KS
October 2006 to Present

- Assists first time buyers in developing action plans toward their home ownership goal.
- Assist in marketing to cities, communities, lenders and other agencies to secure housing funds and educational opportunities.
- Organize, implement, and conduct Home Buyer classes on a monthly basis.
- Meet with clients for one on one counseling sessions to help them with homeownership issues, predatory loans, contract for deed issues, foreclosure or guidance through the homeownership process.
- Markets El Centro services and programs to local governments, communities, lenders and other agencies in order to secure housing funds for clients.
- Maintains knowledge of current trends in affordable housing, mortgage lending and underwriting, and of legislation and regulations impacting on all of these areas.
- Processes loan applications: verifies deposits and employment, constructs a traditional and/or nontraditional credit history, orders property appraisals, prepares all other necessary supporting documents for loan packaging, and clarifies any aberrations with the applicant.
- When necessary, performs interpretation services on behalf of customer to 3rd parties related to home purchase process (inspectors, appraisers, insurance agents, loan officers, closers, attorneys, realtors, etc.) and attends loan closings.

Patricia Pereyra Westley

Proposal

The services that I will be providing the Drug Court Program are as followed:

1. Insure that all released inmates find employment
 2. Organize and utilize a database of employers.
 3. Find and develop new partnerships with new employers.
 4. Maintain good quality assurance with employers.
 5. Assist and give released inmate's resources necessary to be successful in their search.
 6. Provide administrative support.
 7. Keep record/files on every released inmate.
 8. Report on a daily basis to my supervisor, providing them with all required reports.
 9. Assist in other areas in the Drug Court Program.
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IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing to execute a Consulting Agreement with Patricia Pereyra Westley of Kansas City, MO, to develop the employment portion of the COMBAT Re-Entry Program, at a cost to the County not to exceed \$43,333.00.

RESOLUTION #16772, December 1, 2008

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, the County has a need to develop the employment portion of the COMBAT Re-Entry Program with the Jackson County Drug Court; and,

WHEREAS, Patricia Pereyra Westley has experience with COMBAT and knowledge of Drug Court, which will assist in developing the Re-Entry Program; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be, and hereby is, authorized to execute a consulting agreement with Patricia Pereyra Westley for the Re-Entry Program, in a form to be approved by the County Counselor, at a cost to the County not to exceed \$43,333.00; and,

BE IT FURTHER RESOLVED that the Director is authorized to make all payments including final payment on the contract.

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

APPROVED AS TO FORM:

Greg P. Hader
Chief Deputy County Counselor

Mary Jo Spino
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16772 of December 1, 2008, was duly passed on *December 8*, 2008 by the Jackson County Legislature. The votes thereon were as follows:

Yeas *8*

Nays *0*

Abstaining *0*

Absent *1*

12.9.08
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: 008 4135 56080

ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Grant Match
Other Professional Services

NOT TO EXCEED: \$43,333.00

11/30/08
Date

William Thomas
Director of Finance and Purchasing