

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT, made and entered into on this 12th day of February, 2013, by and between JACKSON COUNTY, MISSOURI, hereinafter called the "County" and FRED DREILING, LLC, 7325 Summit, Kansas City, Missouri 64114, hereinafter called "Consultant."

WITNESSETH:

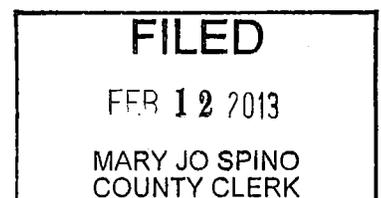
WHEREAS, Consultant has agreed to perform consulting services for the County in the areas of intergovernmental relations, in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

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, all as is more fully set out in the Description of Services, attached hereto as Exhibit A.

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. 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 \$35,000.00 for its services pursuant to this Agreement, payable in monthly installments of \$2,916.66. The first two monthly installments 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 2013, 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, 2013, and extend until December 31, 2013. 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.

(Signature page to follow)

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

W. Stephen Nixon
W. Stephen Nixon
County Counselor

By [Signature]
Chairman of the Legislature

ATTEST:

FRED DREILING, LLC
By [Signature]
Federal I.D. Number: 20-2006937

Mary Jo Spino
Mary Jo Spino
Clerk of the County 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 \$35,000.00 which is hereby authorized.

August 30, 2013
Date

[Signature]
Director of Finance and Purchasing
Account Nos. 001-5101-56080 30,100
002-5102-56080 4100
003-5103-56080 4600
004-5104-56080 4600
045-4500-56080 1600
51012013008

EXHIBIT A

Fred Dreiling, LLC Description of Services and Compensation

1. Assess the current political climate in Missouri and recommend appropriate strategies that would benefit Jackson County.
2. Inform the county on all pertinent legislative issues.
3. Provide appropriate and proper representation in the State of Missouri, the General Assembly, and all other governments as directed by Jackson County.
4. Be available to meet with Jackson County Officials when requested.
5. Consultant will be responsible for its own compliance with the provisions of section 105.450 et seq., RSMO.
6. Consultant shall bear all expenses of its work under this agreement.