

PGR
10/27/10

Ord. 4250

CONSULTING AGREEMENT

THIS AGREEMENT, made and entered into on this 22 day of October, 2010, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called the "**County**" and **COURTNEY THOMAS**, 326 South Adams Court, Raymore, MO 64083, hereinafter called "**Consultant.**"

WITNESSETH:

WHEREAS, **Consultant** has agreed to perform consulting services for the **County** related to the Jackson County shared animal shelter, 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** shall perform services including, but not limited to, working with officials of Jackson County and the project architect, Patterson Latimer Jones Brannon Denham, Inc., to provide consulting services related to shelter design of the new Independence shared animal shelter. Services will include design and layout of the shelter facility to provide efficient work flow, optimum disease control, and stress reduction for the animals. **Consultant** will work with the architect to ensure that industry best practices are followed, to the best of **Consultant's** ability within the limits of the project budget, related to products and equipment being used during design and construction.

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MARY JO SPINO
COUNTY CLERK

2. **Consultant** shall work at the direction of the County Executive 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 her own Federal, State and City withholding taxes and all other taxes, and operate her business independent of the business of **County** except as required by this Agreement.

3. **County** shall pay **Consultant** a professional fee of \$25,000.00 for her services pursuant to this Agreement. One quarter of this sum, \$6,250.00, shall be paid on a quarterly basis for the periods ending December 20, 2010, March 20, 2011, June 20, 2011, and September 20, 2011, upon receipt of **Consultant's** invoice. **Consultant's** invoice shall include a detail list of all services performed pursuant to said invoice. **Consultant** shall be entitled to invoice for the first quarter's services in advance upon execution of this Agreement, with each subsequent quarter's fee to be paid in advance upon receipt of the previous quarter's detailed invoice.

4. **Consultant** shall bear all the expenses of her work under this Agreement.

5. The term of this Agreement shall be effective as of September 20, 2010, and shall extend through the end of the twelfth (12th) consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith. **Consultant** or **County** may terminate this Agreement, with or without cause, by giving thirty (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 **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 indemnify and hold harmless the **County**, its officers, agents, and employees from liability of any nature or kind, including costs and expenses, for or on account of any or all suits or damages of any character whatsoever resulting in whole or in part from the negligent performance or omission of an employee, agent, or representative of the **Consultant**.

9. **Consultant** acknowledges that in providing consulting services, any confidential information and materials concerning the **County** shall be strictly held in a confidential manner and further certifies any confidential material will not be made available, reproduced, sold, distributed or otherwise published or disseminated to any person or entity, except as otherwise absolutely necessary to perform services and/or subject to public disclosure and release pursuant to the Missouri Sunshine Law. **Consultant** shall notify the **County** of any instance of a breach of confidentiality.

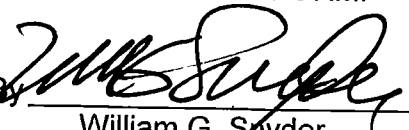
10. This Agreement incorporates the entire understanding and agreement of the

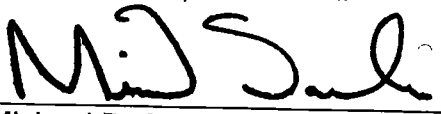
parties.

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

APPROVED AS TO FORM:

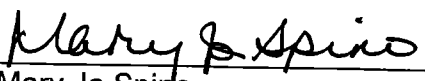
JACKSON COUNTY, MISSOURI


By 
William G. Snyder
Acting County Counselor

By 
Michael D. Sanders
County Executive

ATTEST:

COURTNEY THOMAS

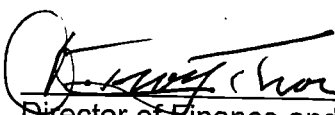

Mary Jo Spino
Clerk of the County Legislature

By 
238-31-6584
Federal I.D. or 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 \$25,000.00 which is hereby authorized.

October 29, 2010
Date


Director of Finance and Purchasing
Account No. 002-5102-56080
51022010006