

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT, made and entered into on this 27<sup>th</sup> day of February, 2014, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called the "County" and **KTCO, LLC**, 286 Meadowbrook CC Estates, Ballwin, MO 63011, hereinafter called "Consultant."

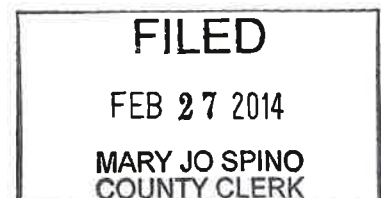
**WITNESSETH:**

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 shall serve as an "assistant lobbyist" to the Jackson County Legislature as provided in section 295.1 of the Jackson County Code. 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 Chair of the County Legislature's Intergovernmental Affairs Committee and the Legislature's chief lobbyist, all as is more fully set out in the Scope



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 \$12,500.00 for its services pursuant to this Agreement, payable in monthly installments of \$1,136.36. The first monthly installment 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 2014, 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 February 1, 2014, and extend until December 31, 2014. Consultant or County may terminate this Agreement by giving seven (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.

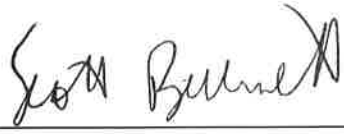
9. This Agreement incorporates the entire understanding and agreement of the parties.

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

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

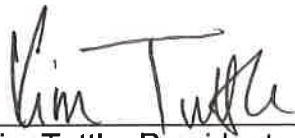
  
W. Stephen Nixon  
County Counselor

By   
Chairman of the Legislature

ATTEST:

KTCO, LLC


  
Mary Jo Spind  
Clerk of the County Legislature

By   
Kim Tuttle, President  
Federal Tax ID No. ~~43-193417460~~  
45-0469341

**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 \$12,500.00 which is hereby authorized.

  
Date

  
Director of Finance and Purchasing  
Account Nos. 001-5101-56080-\$7,125  
002-5102-56080-\$1,500  
003-5103-56080-\$1,625  
004-5104-56080-\$1,625  
045-4500-56080-\$ 625

03012014001

## **EXHIBIT A**

### **KTCO, LLC SCOPE OF WORK**

KTCO, LLC will provide the following services of providing consulting, advising, and lobbying services to the County on an as-needed basis, as County deems appropriate. Among the services to be provided are:

- KTCO, LLC will act as an advocate for the representing the County before the State Legislature and other state-wide officials and any state departments;
- KTCO, LLC will be able to not only pursue the passage and defeat of state legislation, but can be instrumental in access to behind the scenes information and access to decision makers;
- KTCO, LLC will provide to the County a weekly report of any legislation of interest to the County's legislative priorities in a County approved format;
- The firm will provide a weekly report to the County of the activities the firm has engaged in to further the legislative priorities of the County of Jackson;
- KTCO, LLC will provide advice and assistance on special projects that may arise during the year that entails lobbying or access to State Officials;
- Attend Legislative meetings to brief County on activities at least twice during the contract year and more often as the County sees fit for such briefings and dialogue are necessary;
- Monitoring and analyzing legislation filed in the General Assembly that affects Jackson County's interests;
- Be available to County staff to help draft legislation and assist in finding elected officials to propose such legislation.