

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT, made and entered into on this 10th day of February, 2016, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called the "County" and **FRED DREILING, LLC**, 7325 Summit, Kansas City, Missouri 64114, hereinafter called "Consultant."

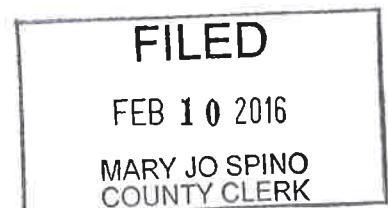
WITNESSETH:

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 shall serve as the "chief lobbyist" to the 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 be available to attend such meetings as the County Legislature may request, all as is more fully set



out in the Description of Services, attached hereto as Exhibit A.

2. County shall pay Consultant the total sum of \$107,500.00 for its services pursuant to this Agreement, payable in monthly installments of \$8,958.33. 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 2016, upon receipt of Consultant's invoice.

3. Consultant shall direct a team of assistant lobbyists through sub-contractual relationships. Of the total sum of \$107,500.00 payable to Consultant, \$32,500.00 shall be allocated to Noel Torpey and \$15,000.00 shall be allocated to Dawn Nicklas for services rendered pursuant to this Agreement. Consultant is authorized to execute appropriate subcontracts with these persons.

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

4. 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.

5. The term of this Agreement shall be effective as of January 1, 2016, and extend until December 31, 2016. 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, he 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 and its subcontractors shall be responsible for their 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 

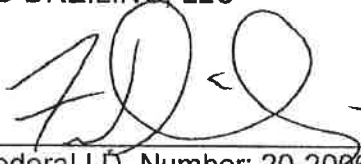
Crystal Williams
Chairman of the Legislature

ATTEST:

FRED DREILING, LLC



Mary Jo Spino
Clerk of the County Legislature

By 


Federal I.D. Number: 20-2006937

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 \$107,500.00 which is hereby authorized.



Date



Director of Finance and Purchasing
Account Nos. 001-5101-56080-\$47,849
002-5102-56080-\$34,815
003-5103-56080-\$ 9,908
004-5104-56080-\$10,798
045-4500-56080-\$ 4,130

PC 51012016010

**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.
7. Consultant will be responsible for directing the efforts of the entire legislative team in Jefferson City
8. Consultant shall be paid \$8,958.33 per month. This amount shall be divided by the sub-contracting consultants as prescribed by the Agreement.