

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 6th day of April, 2015, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called the "County" and **THOMAS L. NABORS**, 519 W. Cambridge Road, Belton, MO 64012, hereinafter called "Consultant."

WITNESSETH:

WHEREAS, the County solicited proposals for the furnishing of legislative services on RFP 20-15 and received one response thereon; and,

WHEREAS, upon review of proposals, the County has recommended an award to **THOMAS L. NABORS** of Belton, MO; and,

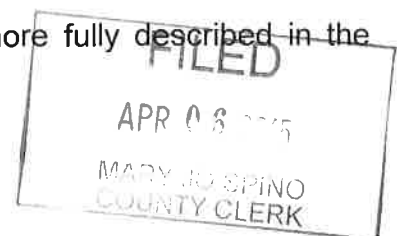
WHEREAS, this Consulting Agreement is authorized by Resolution 18771, dated March 23, 2015; and,

WHEREAS, Consultant has agreed to perform consulting services for the County in the area of legislative services, 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 provide an ongoing review of all activities of the Missouri Legislature affecting the County by providing services as more fully described in the



Scope of Services attached hereto as Exhibit A and incorporated herein by reference. Consultant shall work at the direction of the County Executive and be available to attend such meetings as the County Executive may request.

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 \$25,000.00 for his services pursuant to this Agreement, payable in nine equal monthly installments of \$2,777.77 each, due on the first day of each calendar month beginning April 1, 2015, upon receipt of Consultant's invoice.

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

5. The term of this Agreement shall be effective as of April 1, 2015, and extend until December 31, 2015. Consultant or County may terminate this Agreement by giving thirty 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 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 shall be responsible for his own compliance with the provisions of Chapter 105 of the Missouri Revised Statutes.

9. This Agreement together with the terms of RFP 20-15 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 

Michael D. Sanders
County Executive

THOMAS L. NABORS

ATTEST:

By 



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 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.



Date



Director of Finance and Purchasing
Account No. 001-5101-56790

PC 51012015028

EXHIBIT A

SCOPE OF SERVICES THOMAS L. NABORS

Services will include but not limited to:

- Consulting, advising, and lobbying the State Legislature and state-wide elected officials.
- Advocating for or against state legislation.
- Identifying items of interest to Jackson County, including potential new revenue generation or support for the County's transit initiative.

Compensation will be \$2,777.77 per month beginning April 1, 2015. I will incur all of my own expenses.