

CONSULTING AGREEMENT

This consulting agreement (the “Agreement”) is made and entered into effective the 1st day of January, 2015, by and between The Rhoads Company, LLC (hereinafter referred to as “TRC”) and the St. Louis County “A Cities Coalition”(hereinafter referred to as “A-Cities”).

WITNESSETH:

WHEREAS, TRC provides governmental, legislative and regulatory consulting services, as defined hereinbelow; and

WHEREAS, A-Cities desires to retain such services of TRC on the terms and subject to the conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises, the covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Scope of Services. A-Cities hereby engages TRC to provide the services hereinbelow:

Monitoring and Reporting

A. TRC shall monitor legislation filed in the 2015 legislative session of the Missouri General Assembly pertaining to the legislative agenda of A-Cities, with emphasis on legislation that pertains to all matters relating to tax issues, reorganization of local government issues and other legislation identified by the parties to this agreement.

B. TRC shall provide periodic reports concerning legislation affecting the legislative agenda of A-Cities.

C. TRC shall be available for conference calls and other communications from A-Cities relating to all issues pending before the Missouri General Assembly.

Active Lobbying Engagement

- A. TRC shall assist A-Cities in drafting legislation and amendments to implement its legislative agenda. TRC shall also assist in identifying sponsors for amendments.
- B. TRC shall actively advocate on behalf of A-Cities to pass or defeat legislation as directed.
- C. TRC shall make arrangements for meetings with members of the General Assembly to discuss issues and bills of interest to A-Cities.
- D. TRC shall perform other functions relating to the delivery of legislative consulting services as directed by A-Cities.

Section 2. Payment for Services Rendered. A-Cities agrees to make payment to TRC for the monitoring and reporting services specified above in the amount of

\$3,000.00, which shall be paid in five equal installments of \$750.00 each month (February – May, 2015). If legislation is filed or amendments offered which rises to the level of actively advocating on behalf of A-Cities (as determined jointly by TRC and A-Cities), A-Cities agrees to make payment to TRC for services rendered under a new agreement, negotiated and signed by both parties.

Section 3. Independent Contractor Status. It is the intent of this Agreement that TRC is retained for its expertise in governmental affairs consulting to achieve the results agreed to by the parties. Neither TRC, nor any of its subcontractors, employees or agents, shall be deemed to be employees or agents of A-Cities, it being understood that TRC is an independent contractor and consultant for all purposes and at all times. This agreement should not be construed to create a relationship of employment, partnership or joint venture. TRC shall be solely responsible for withholding or payment of all federal, state and local personal income taxes, Social Security, unemployment and sickness disability insurance and other payroll taxes with respect to its employees.

Section 4. Term and Termination. Performance under this Agreement shall commence on February 1, 2015 and shall continue and remain in effect until May 31, 2015.

Section 5. Waiver. No failure to exercise, and no delay in exercising by either party hereto, any right or remedy hereunder, shall operate as a waiver thereof, nor any single or partial exercise of any right or remedy hereunder preclude any other or further exercise of any other right or remedy. A waiver of any terms or condition of this Agreement shall not be deemed a general waiver by the waivering party, and said party shall be free to reinstate any such term or conditions by giving notice to the other party.

Section 6. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, supersedes all prior communications and agreements between the parties respecting such subject matter, and may not be amended, waived, varied, modified or altered except in writing by each of the parties.

Section 7. Governing Law. This Agreement will, in all respects, be governed by and construed and interpreted according to the internal laws of the State of Missouri without reference to conflicts of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year set forth above.

The Rhoads Company, LLC

St. Louis County A-Cities

By: _____

By: _____

Title: President

Title: Richmond Heights City Manager

Date: February __, 2015

Date: February 10, 2015