

CONSULTING AGREEMENT

THIS AGREEMENT (Agreement) is made this ____ day of December 2014 by and between Penman & Winton Consulting Group Inc. (Consultant) and the Missouri Association of Public Administrators (Client).

RECITALS

WHEREAS, Consultant is engaged in the business of providing Governmental consulting and educational services; and

WHEREAS, Client desires to engage Consultant to provide certain Governmental consulting and educational services as more fully defined below and Consultant desires to provide these services.

NOW THEREFORE in mutual consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. **CONSULTING DUTIES:** Client retains Consultant as an independent contractor to provide to Client the consulting services more particularly described in Section 4 of this document, "Scope of Services".

2. **TERM:** This agreement shall be for a one-year period commencing on January 1, 2015, and continuing through December 31, 2015.

3. **EFFORT AND COOPERATION:** Consultant shall devote its best efforts in the performance and discharge of its duties and obligations under this Agreement. Consultant shall be available to consult with the Client at reasonable times concerning matters pertaining to the provision of services by Consultant.

4. **SCOPE OF SERVICES:** The services included under this agreement are:

- Provide services as identified by the Missouri Association of Public Administrators;
- Provide consultation on proposed legislation that may affect the Public Administrators; and
- Establish a productive relationship with interested parties to facilitate outcomes of benefit to the Missouri Association of Public Administrators.

5. **COMPENSATION AND EXPENSES:** The Client shall pay Consultant a total of \$21,500 dollars annually for services as described within this agreement. A retainer fee of \$3,500 shall be paid by Client to Consultant due on January 1, 2015. Beginning January 1, 2015, Client shall pay Consultant equal monthly payments of \$1,500.

6. **TERMINATION:** Either party may terminate this agreement upon thirty (30) days' written notice. Notwithstanding, Client may terminate this agreement immediately if it determines in its sole discretion that Consultant or the Scope of Services provided will cause harm to Client or may be detrimental to Client's reputation or operation. Client's obligation to pay Consultant for services provided herein shall cease on the date of termination.

7. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Under this Agreement, Client has retained Consultant, and Consultant shall perform as an independent contractor in accordance with this agreement. Nothing contained in this Agreement creates, is intended to create or shall be interpreted to create any principal-agent, employer-employee, partnership or joint venture relationship between Consultant and Client, nor do the parties have any authority to bind or obligate each other to any third party in any manner.

8. **NOTICE:** All notices required or permitted to be given under this Agreement shall be in writing and signed by the notifying party.

9. **NO CONFLICTS:** The Consultant has no foreseeable conflict that would hinder performance on any portion of this agreement. If Consultant learns of any information which would cause or present a potential conflict of interest for Consultant to perform the Scope of Services outlined herein, Consultant shall notify Client immediately. Upon evaluation of the conflict, Client shall have the sole discretion to immediately terminate this agreement, and Client's obligation to pay Consultant for services provided herein shall cease on the date of termination.

10. **COMPLIANCE:** The parties agree to comply with all applicable federal and state laws, rules and regulations and any local laws or ordinances, rules or regulations in all their actions.

11. **ASSIGNMENT:** Consultant shall not assign its rights or interests in this Agreement to any other party without the prior written consent of Client.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and month first written acknowledge that the individuals below are fully authorized by each party sign this Agreement on their behalf.

CONSULTANT
Penman & Winton Consulting Group Inc.

CLIENT
Missouri Association of Public Administrators

By: _____

By: _____

Date: _____

Date: _____