

**AGREEMENT BETWEEN
BUCHANAN CONTY, HEARTLAND REGIONAL MEDICAL CENTER,
SAINT JOSEPH SCHOOL DISTRICT, MISSOURI WESTERN
STATE UNIVERSITY, THE CITY OF SAINT JOSEPH
AND THE FERGUSON GROUP, L.L.C.**

Pursuant to this Agreement, Buchanan County (herein "County"), Heartland Regional Medical Center (herein "Heartland"), the Saint Joseph School District (herein "SJSD"), Missouri Western State University (herein "MWSU") and the City of St. Joseph (herein "City"), agree to assume the following obligations in exchange for the following benefits to the NW Mo Community (herein "Community"): Whereas, the County, Heartland, SJSD, MWSU and the City, each desire to join efforts in obtaining paid representation in Washington, D.C., including, but not limited to the following purposes:

OBLIGATIONS OF THE FERGUSON GROUP

1. To make best use of federal programs and develop strategies consistent with federal agendas for accomplishing the goals and objectives of the Community.
2. To be informed of those items that may have a bearing on the Community's programs and be notified in advance of opportunities for federal funding prior to formal publications and obtain applications upon request.
3. To be provided such detailed information as may be available on federal issues in which the Community indicates an interest.
4. To have received such proposals of the Community which are being prepared for submission to federal agencies, when requested to do so by the County, City or Heartland.
5. To have a liaison with the Community's congressional delegation and assist the delegation in any matter that is in the interest of the Community and in the same manner as any other member of the Community's staff might render assistance.
6. To have provided advice and counsel to the Community and prepare briefing materials and/or conduct briefings for Community representatives who are preparing to meet with members of Congress, testify before congressional committees and administrative agencies, and conduct other Community business, or attend national conferences.
7. To arrange appointments (and accommodations when requested) for Community officials to facilitate the efficient and effective performances of Community business while in Washington, D.C.
8. To have contacted federal agencies on the Community's behalf when applications are under consideration by such agencies and otherwise take whatever steps necessary to obtain the favorable consideration of such applications.

9. To have submitted periodic reports providing the latest information on issues of interest to the Community; and have provided an annual report giving an overview of The Ferguson Group's work over the past year and a forecast of issues to be faced in the upcoming year.

OBLIGATIONS OF THE COUNTY

1. The County will contract with The Ferguson Group, LLC as the County's representative for a period of eighteen (18) months.
2. The contract will be for \$104,000.00 payable in advance in equal monthly installments of \$5,777.78.

OBLIGATIONS OF THE CITY, HEARTLAND, MWSU and SJSU

Each entity will pay a total reimbursement to the County in the amount of \$20,800.00 for 18 months, payable in advance in equal monthly installments of \$1,155.56 to be received by the County no later than the 5th day of each month.

TERMINATION

Any party may terminate this Agreement at any time by giving the other parties at least thirty (30) days notice in writing of such termination.

TERM

The Agreement shall take effect January 1, 2009 and terminate June 30, 2010.

In witness whereof the parties have executed this Amendment on the date set forth below.

Heartland Regional Medical Center

By: _____ Date _____

Dirck Clark – Chief Business Development Officer

By: _____ Date _____

John Wilson – Chief Financial Officer

Buchanan County

By: _____ Date _____

R. T. Turner – Presiding Commissioner

City of St. Joseph

By: _____ Date _____

Vince Capell– City Manager

St. Joseph School District

By: _____ Date _____

Melody Smith –Superintendent

Missouri Western State University

By: _____ Date _____

Dr. Robert A. Vartabedian - President

The Ferguson Group, LLC

By W. Roger Gwinn Date January 28, 2009

W. Roger Gwinn - President