

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 4th day of DECEMBER, 2018, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **GARRY & ASSOCIATES**, 135 East 20th Avenue, North Kansas City, MO 64116, hereinafter called "Consultant."

WITNESSETH:

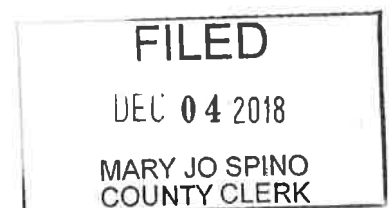
WHEREAS, the County has a continuing need for broker and consulting services in connection with County health and dental insurance programs; and,

WHEREAS, **Consultant** continues to have the capability to, and has agreed to provide these services to the County;

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and **Consultant** respectively agree as follows:

1. Professional Services. **Consultant** shall provide broker and consulting services in connection with County health and dental programs, as more fully set out in RFP 11-13 and Consultant's response, which are incorporated herein by reference.

2. Independent Contractor. **Consultant** shall work as an independent contractor and not as an employee of the County. **Consultant** shall be subject to the direction of the 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 the County, except as required by this Agreement.



3. **Terms for Payment.** **Consultant** shall be compensated via commissions and administrative fees paid directly by the County's insurance providers, which are standard in the insurance industry. **Consultant** shall be responsible for all of its own expenses unless otherwise provided for under this Agreement.

4. **Duration and Termination.** The term of this Agreement shall begin on the date entered above and shall continue until July 12, 2024. The County or **Consultant** may terminate this Agreement at any time by giving thirty (30) 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 County written materials of any kind must be delivered and returned by **Consultant** to the County within ten (10) days of the termination of this Agreement.

5. **Assignment.** **Consultant** agrees, in addition to all other provisions herein, that **Consultant** shall not assign any portion or the whole of this Agreement without the prior written consent of the County.

6. **Time of the Essence.** Timely performance of all duties provided herein is of the essence of this Agreement.

7. **Remedies for Breach.** **Consultant** agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and **Consultant's** failure to do so shall represent and constitute a breach of this Agreement. In such event, **Consultant** consents and agrees as follows:

(a) The County may without prior notice to **Consultant** immediately terminate this Agreement; and,

(b) The County shall be entitled to seek any available legal remedy and collect from Legal Counsel all costs incurred by the County as a result of said breach including reasonable attorney's fees, expenses and costs.

8. **Severability**. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons 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.

9. **Liability and Indemnification**-. No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and **Consultant** shall indemnify, defend, and hold the County harmless from any and all claims, liabilities, damages, costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of **Consultant**, its officers, employees or agents during the performance of this Agreement.

10. **Conflict of Interest**. **Consultant** warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

11. **Employment of Unauthorized Aliens Prohibited**. Pursuant to §285.530.1, RSMo, **Consultant** assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and

provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, **Consultant** shall sign an affidavit, attached hereto and incorporated herein as Exhibit A, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

12 . **Incorporation.** This Agreement, together with Exhibit A, the County's RFP 11-13, and **Consultant's** Response thereto, incorporates the entire understanding and agreement of the parties. In the event of a conflict between any provision of this Agreement and a provision of RFP 11-13 or **Consultant's** Response, then the provision of this Agreement shall prevail. In the event of a conflict between any provision of RFP 11-13 and a provision of **Consultant's** Response, then the provision of **Consultant's** Response shall prevail.

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

By 
W. Stephen Nixon
County Counselor

By 
Bob Crutsinger
Director of Finance and Purchasing

ATTEST:

GARRY & ASSOCIATES

By 
Mary Jo Spino
Clerk of the Legislature

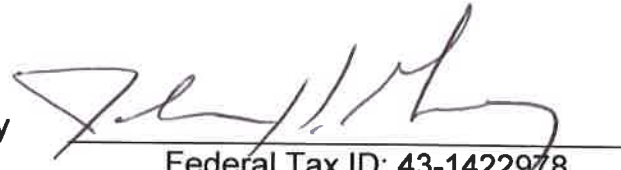
By 
Federal Tax ID: 43-1422978
Joshua K. Garry
President

Exhibit A

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Garry & Associates**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Garry & Associates**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

[Signature]
Authorized Representative's Signature

President
Title

Joshua K. Garry
Printed Name

11/28/18
Date

Subscribed and sworn before me this 28th day of November, 2018. I am commissioned as a notary public within the County of Platte, State of Missouri, and my commission expires on 11/08/2021.

[Signature]
Signature of Notary

11/28/18
Date

TAMY L WOODS
Notary Public - Notary Seal
State of Missouri
Platte County
My Commission Expires Nov 8, 2021
Commission 13528501