

**Request for Legislative Action** Res. #21388  
 Sponsor: DaRon McGee  
 Date: August 28, 2023

<b>Completed by County Counselor's Office</b>			
Action Requested:	Resolution	Res.Ord No.:	21388
Sponsor(s):	DaRon McGee	Legislature Meeting Date:	8/28/2023

<b>Introduction</b>
<b>Action Items:</b> ['Authorize']
<b>Project/Title:</b>
A RESOLUTION authorizing the County Counselor to execute a Legal Services Agreement and Addendums to existing Legal Services Agreements with certain lawyers and law firms at an aggregate cost to the County not to exceed \$100,000.00, for services to be performed in 2023-2024.

<b>Request Summary</b>
WHEREAS, the County Counselor recommends that he be authorized to execute a Legal Services Agreement and Addendums to existing Legal Services Agreements with certain law firms to provide legal services to the County in certain new and ongoing matters; and,
WHEREAS, the law firms for which an Agreement and Addendums are recommended, the services to be provided, and not to exceed amounts for services to be performed in 2023-2024, are as follows: Hardwick Law Firm, LLC Sports Teams Negotiations \$100,000.00

<b>Contact Information</b>			
<b>Department:</b>	County Counselor	<b>Submitted Date:</b>	8/23/2023
<b>Name:</b>	Jamesia Manning	<b>Email:</b>	Jamesia.Manning@jacksongov.org
<b>Title:</b>	Paralegal	<b>Phone:</b>	816-881-3352

<b>Budget Information</b>			
Amount authorized by this legislation this fiscal year:			\$100,000
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$100,000
Is it transferring fund?			No
<b>Single Source Funding:</b>			
<b>Fund:</b>	<b>Department:</b>	<b>Line Item Account:</b>	<b>Amount:</b>
001 (General Fund)	1101 (County Counselor)	56020 (Legal Services)	\$100,000

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
21129	December 12, 2022

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals are waived - insufficient MBE or WBE firms available	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> <li>Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.</li> </ul>	

## Request for Legislative Action

### History

Submitted by County Counselor requestor: Jamesia Manning on 8/23/2023. Comments:

Approved by Department Approver Whitney S. Miller on 8/23/2023 3:59:53 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 8/23/2023 4:13:47 PM. Comments:

Approved by Compliance Office Approver Melinda K. Bolling on 8/23/2023 5:33:52 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 8/24/2023 7:35:50 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 8/24/2023 9:13:39 AM. Comments:

Approved by Counselor's Office Approver Anton Brehe on 8/24/2023 11:37:23 AM. Comments:



## 1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking proposals from qualified Respondents for Specialized Legal Services for the County Counselor's Department.
- 1.2 This is Jackson County, Missouri Request for Qualifications No. 23-056, Response Deadline is 2:00 PM, CDT on August 15, 2023.
- 1.3 Submission of Proposals: Proposals must be submitted on-line through the Bonfire Portal at <https://jacksongov.bonfirehub.com> . Proposals submitted by any other method will not be accepted.
- 1.4 The term of this contract will be Twelve Months with Two Twelve Month Options to Extend.
- 1.5 The County Counselor's Office reserves the right to award several Legal Firms/Legal Counsel as a result of this Request for Qualifications.
- 1.6 This Agreement will be for "As Needed" Services, the County Counselor's Office will contact the Successful Respondents when services are required.

## 2.0 QUESTION PROCEDURE

- 2.1 All questions regarding this Request for Qualifications shall be communicated electronically through the Bonfire Portal via the Opportunity Q & A in the Request for Proposal.
- 2.2 All questions must be received on the Bonfire Portal by 5:00 PM, CDT on August 8, 2023.
- 2.3 All questions will be answered in the form of Addenda/Amendment to the Request for Qualifications on the Bonfire Portal.
- 2.4 Respondents of their agents (including subcontractors, associates, consultants or their agents) **may not** contact any other County employees, staff or elected officials regarding matters covered by this Request for Qualifications during the solicitation and evaluation process. Inappropriate contacts are grounds for REJECTION OF YOUR PROPOSAL.

## 3.0 AWARD REQUIREMENTS

- 3.1 Certificate of Insurance: The Successful Respondents will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Exhibit A included in Attachment A within ten (10) business days after receiving Notification of Award.
- 3.2 If MBE/WBE/VBE Goals are assigned to this Contract, they are mandatory and the recommended Respondent must meet them or forfeit award

recommendations. Please see MBE/WBE/VBE Participation Affidavit in Attachment B.

#### **4.0 SCOPE OF SERVICES**

- 4.1 The objective of this Request for Qualifications is to procure Specialized Legal Services for aiding the County in examining and overseeing its contractual relationships with the Kansas City Royals and the Kansas City Chiefs, both of whom lease Kauffman Stadium and Arrowhead Stadium respectively, part of our Truman Sports Complex.
- 4.2 The selected Respondents may be enlisted to provide counsel or assistance in upcoming agreement negotiations.
- 4.3 Review, evaluate, and compare existing contracts and lease agreements with our professional sports franchises to similar agreements nationwide.
- 4.4 Advise the County on potential risks, opportunities, and strategic direction concerning these contracts.
- 4.5 Assist the County and the Jackson County Sports Authority in managing these relationships, including potential dispute resolution.
- 4.6 Advise or aid in negotiating future agreements or renewals with current or potential professional sports franchises.
- 4.7 The selected Respondents may be required to collaborate with subject matter experts (SMEs) as deemed necessary, subject to the County's approval.
- 4.8 Compliance with Chapter 6 of the Jackson County Code for Minority, Women and Veteran Business Enterprise utilization will be required on any resulting Contract or Agreement.
- 4.9 The County reserves the right to negotiate with any or all individuals or firms that submit responses, and to reject any and all proposals, if deemed in the County's best interest.

#### **5.0 MINIMUM QUALIFICATIONS**

- 5.1 Significant experience in relevant contract law, with specific expertise in sports and entertainment law, public entity law, and lease agreements.
- 5.2 Proven record in contract negotiations and dispute resolution.
- 5.3 Ability to comprehend, interpret, and compare intricate contracts.
- 5.4 Exceptional written and verbal communication skills.

## **6.0 PROPOSAL FORMAT**

- 6.1 Respondent's proposal shall be on letterhead or plain paper and uploaded to Bonfire and shall consist of the following:
  - 6.1.1 Respondent's Name
  - 6.1.2 Respondent's Address
  - 6.1.3 Respondent's Telephone Number
  - 6.1.4 Contact Person's Name
  - 6.1.5 Contact Person's Title
  - 6.1.6 Contact Person's Telephone Number
  - 6.1.7 Contact Person's Email Address
- 6.2 An overview of your firm or practice, emphasizing relevant experience
- 6.3 Details of your experience with similar projects
- 6.4 References from previous clients, preferably public entities
- 6.5 A detailed proposal outlining your approach to this project, including any other parties you plan to engage (subject to the County's approval) to assist in your efforts.
- 6.6 Information regarding any potential conflicts of interest dues to relationships with the Kansas City Royals, the Kansas City Chiefs, their ownership groups, management, advertisers, or contractors.
- 6.7 Resumes of key personnel that will be assigned to this project. Key personnel cannot be changed during the evaluation or after award of contract without written consent of the County.
- 6.8 Purchasing Forms (Attachment B)
- 6.9 Dedicated Email Addresses: All Purchase Orders, Award Letters and other information will be issued to awarded Respondents via email. It is the Respondent's responsibility to provide two updated email addressed with their proposal. It shall also be the responsibility of awarded Respondents to keep the County updated on any changes to their email addresses during the term of any resulting Contract.

## **7.0 EVALUATION PROCESS AND CRITERIA**

- 7.1 All proposals received that are responsive to the General Conditions and Scope of Services for this Request for Qualifications will be evaluated.
- 7.2 The County Counselor will evaluate proposals and make recommendations for award. Jackson County, Missouri shall be the sole judge of the proposals submitted for this Request for Qualifications and its decision shall be final.
- 7.3 Proposals received in response to this Request for Qualifications become the property of Jackson County, Missouri and will not be returned.

- 7.4 The County Counselor, at its sole discretion, may interview one, none, some, or all of the Respondents.
- 7.5 The County Counselor will consider various factors when evaluating the responses for this Request for Qualifications, including, but not limited to:
  - 7.5.1 Responsiveness to General Conditions, Scope of Services and other provisions of this Request for Qualifications.
  - 7.5.2 Respondent's Qualifications and Experience
  - 7.5.3 Respondent's References
- 7.6 Any Evaluation Criteria or weighing of criteria is used by the County as a tool to assist the County in selecting the best proposal(s) for the County. Evaluation scores or ranks alone do not create a right or expectation of a Contract/Agreement with the County. Ultimately, the County may choose to award to any Respondent, regardless of score or rank.

## **8.0 CONTRACT NEGOTIATIONS**

- 8.1 Upon selection of the Successful Proposal(s), the County will request pricing and will negotiate with the Successful Respondent. A Contract incorporating the General Conditions, Scope of Services, Pricing and any other provisions of this Request for Qualifications and acceptable to both parties will be prepared and executed by both parties. Should the parties, within a reasonable time frame, as determined by Jackson County, Missouri, fail to develop and execute a mutually agreeable Contract, and upon a three business day written notification to the selected Respondent, the County may reject the proposal and proceed to award the Contract to the next "best" Respondent.
- 8.2 Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a Contract has been awarded or all proposals are rejected.
- 8.3 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
  - 8.3.1 Respondent's entire proposal;
  - 8.3.2 Respondent's pricing;
  - 8.3.3 Respondent's proposed method of performance, including schedule of events and/or deliverables;
  - 8.3.4 Respondent's experience information including customer lists or references;
  - 8.3.5 Respondent's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest.



- 8.4 Proprietary Information: Should the Respondent wish to submit proprietary information, it should be included with the submitted proposal marked with the words "CONFIDENTIAL – PROPRIETARY INFORMATION". The County will take all reasonable efforts to insure the confidentiality of the material is maintained. Such information will be returned to the unsuccessful Respondent. Such information submitted by the Successful Respondent will be returned upon completion or termination of the Contract. The Respondent's failure to follow this instruction shall relieve the County of any obligation to preserve the confidentiality of the documents.
- 8.5 The County does not generally use standard contract forms which may be provided by the Respondent. The contract documents used by the County will include both the Request for Qualifications and the Respondent's proposal. In the event that conflicts in language exist between the Request for Qualifications and the Respondent's proposal, the provisions of the Request for Qualifications shall govern.
- 8.6 The Respondent shall list any and all Exceptions as instructed under General Conditions, Item Four of this Request for Qualifications. Please note that the Respondent's proposal is subject to rejection if Exceptions are taken to the Request for Qualification's General Conditions, Forms or Insurance Requirements.
- 8.7 Respondent must agree to the following standard provisions:
- 8.7.1 Indemnification: Respondent agrees to the fullest extent permitted by law, to indemnify and hold the County harmless from damages and losses arising from negligent acts, errors or omissions of Respondent in the performance of work under this Contract, to the extent that Respondent is responsible for such damages and losses on a comparative basis of fault and responsibility between the Respondent and the County. Respondent is not obligated to indemnify the County for the County's own negligence.
- 8.7.2 Independent Contractor: Respondent shall work as an independent contractor and not as an employee of the County. Respondent 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.
- 8.7.3 Respondent shall report all earnings received hereunder as gross income and shall be responsible for its own Federal, State and City withholdings taxes and all other taxes, and operate its business independent of the business of the County organization unless authorized by to do so in writing by the County.
- 8.7.4 Confidentiality: Respondent acknowledges and agrees that all County information and records are confidential and will not disclose or make

available this information or records to anyone outside the County organization unless authorized to do so in writing by the County.

8.7.5 Complete Agreement: Parties agree that the Contract together with Jackson County, Missouri Request for Qualifications No. 23-056 and Respondent's response thereto constitute the complete and exclusive Statement of Contract between the parties which supersedes all prior proposals or understandings or agreements, oral or written, and all other communications between the parties relating to the subject matter of this contract.

8.7.6 Notices: Any notice which either party shall be required by this Contract to give each other shall be in writing and delivered by mail addressed to the respective parties as follows, or to such other addresses, as the respective parties may designate from time to time:

County: Jackson County, Missouri  
415 East 12<sup>th</sup> Street, Room 105  
Kansas City, Missouri 64106

Respondent/Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9.0 ATTACHMENTS**

9.1 Attachment A – Purchasing Information to be downloaded and read prior to submitting proposal:

- 9.1.1 General Terms and Conditions
- 9.1.2 Certificate of Compliance Notice
- 9.1.3 Insurance Requirements

9.2 Attachment B – Purchasing Forms, to be downloaded, filled out and uploaded with your proposal documents:

- 9.2.1 Affidavit
- 9.2.2 Acknowledgement of Addenda
- 9.2.3 Exceptions
- 9.2.4 MBE/WBE/VBE Participation Affidavit