

WITHDRAWN MAR 15 2021

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Counselor to execute a Legal Services Agreement with Colette Holt & Associates of San Antonio, TX, for research and review of the County's ordinances governing minority and women-owned business enterprise participation in County contracts and purchasing policies, at a cost to the County not to exceed \$50,000.00.

RESOLUTION NO. 20635, March 8, 2021

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, it is appropriate that a nationally-recognized expert be retained to review the County's minority and women-owned business enterprise (MBE/WBE) contracting and purchasing ordinances and review County MBE/WBE solicitation practices, and assist with the development of a customer survey regarding purchasing practices, and;

WHEREAS, Colette Holt & Associates of San Antonio, TX, is a firm nationally recognized as experts in this area of law and is determined to be an appropriate legal advisor to the County for these services, at a cost to the County not to exceed \$50,000.00; and,

WHEREAS, Ms. Holt drafted the County's current MBE/WBE contracting ordinance in 2017 and conducted the City of Kansas City's recent contracting diversity study, which the County relied upon in the adoption of its ordinance; now therefore,

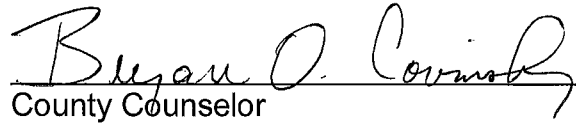
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Counselor be and hereby is authorized to execute the attached Legal Services Agreement with Colette Holt and Associates of San Antonio, TX, at a cost to the County not to exceed \$50,000.00; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20635 of March 8, 2021, was duly ~~passed on~~ **WITHDRAWN MAR 15 2021**, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

WITHDRAWN MAR 15 2021

Date

Mary Jo Spino, Clerk of Legislature

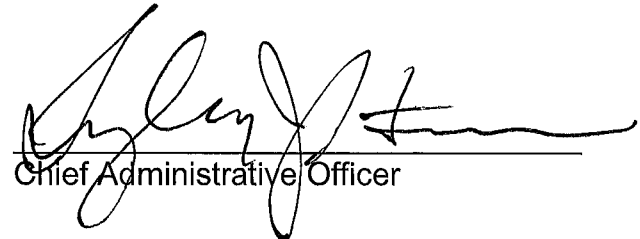
There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 001 1101 56020

ACCOUNT TITLE: General Fund
County Counselor
Legal Services

NOT TO EXCEED: \$50,000.00

3/4/2021
Date


Chief Administrative Officer

LEGAL SERVICES AGREEMENT

THIS AGREEMENT , made and entered into on this ___ day of _____, 2021, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **COLETTE HOLT & ASSOCIATES**, 16 Carriage Hills, San Antonio, Texas, 78257, hereinafter called "Legal Counsel."

WITNESSETH:

WHEREAS, Legal Counsel has agreed to provide specialized legal advice to the County in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Legal Counsel and the County have agreed to be bound by the provisions hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Legal Counsel respectively promise, covenant and agree with each other as follows:

1. Legal Counsel shall provide specialized legal advice to the County related to the review of the County's Minority- and Woman-owned Business Enterprise Program ordinance and related matters, as is more specifically set out in the scope of work dated February 12, 2021, attached hereto as Exhibit A.

2. Legal Counsel shall work as an independent contractor and not as an employee of the County. Legal Counsel 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. Legal Counsel 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. The County shall pay Legal Counsel, for services rendered under this Agreement at the rate of \$425.00 per hour in a total amount not to exceed \$50,000.00. Legal Counsel shall bill County monthly for its services, and County shall pay Legal Counsel promptly upon receipt of Legal Counsel's statement.

4. Legal Counsel shall also be entitled to the reimbursement of its reasonable and necessary expenses incurred in the course of its performance of services under this Agreement, provided that the total amount payable hereunder for professional fees and expenses shall not exceed \$50,000.00.

5. This Agreement shall be effective March 15, 2021, and continue until December 31, 2021, unless sooner terminated. Legal Counsel or the County may terminate this Agreement by giving five (5) days' written notice to the other party, except as otherwise provided in Paragraph 6 of this Agreement. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Legal Counsel may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by the Legal Counsel to the County within three (3) days of the demand of the County.

6. Legal Counsel promises, covenants, and agrees, in addition to all other provisions contained herein that during the term of this Agreement, and for a period of

six (6) months thereafter, Legal Counsel shall not do either of the following :

(a) assign any portion or the whole of this contract without the prior written consent of the County;

(b) utilize the form or substance of any Agreement or documents of every description used in any and all business operations of the County.

In the event Legal Counsel breaches this provision the County shall be entitled to collect any and all profits, gains, benefits and properties of every description received by Legal Counsel as a result of said breach. Further, the County shall be entitled to collect any and all profits, gains, benefits, and properties of every description received by Legal Counsel as a result of said breach; and,

7. Legal Counsel promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement and Legal Counsel's failure to so observe and perform in accordance with said terms, provisions, and requirements of this Agreement shall represent and constitute a breach of this Agreement and in such event, Legal Counsel consents and agrees as follows:

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

(b) In addition to the foregoing, the County shall be entitled to petition and receive from any Court a temporary and/or permanent injunction against Legal Counsel; and,

(c) In addition to all of the foregoing, the County shall be entitled to collect from Legal Counsel all costs incurred by the County as a result of said breach

including reasonable attorney's fees, reasonable accountant's fees, investigation expenses, court costs and sheriffs mileage and service fees without limitation by enumeration .

8. Pursuant to §285.530.1, RSMo, Legal Counsel 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, Legal Counsel shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

9. 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.

10. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

COLETIE HOLT & ASSOCIATES

JACKSON COUNTY, MISSOURI

By *[Signature]*

[Signature]

By _____
Bryan O. Covinsky
County Counselor

Federal Tax ID: 81-4063918

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$50,000.00 which is hereby authorized.

Date

Director of Finance and Purchasing
Account No.001-5101-56020

Exhibit A



Jackson County, Missouri
Appendix A
14 February 2021

Colette Holt & Associates will provide the following services at a rate of \$425.00 per hour, plus any out-of-pocket expenses.

Scope of Work

Consulting Services for the Minority-and Women Business Enterprise Program

- 1) Review the existing Program, policies and outcomes, including program eligibility, goal setting, contract compliance and monitoring, contract data collection, and race- and gender-neutral initiatives. Benchmark current activities and outcomes against federal constitutional requirements and national best practices for contracting diversity programs.
- 2) Participate in virtual meetings with County staff and officials, as directed.
- 3) Make policy and program recommendations to the County.
- 4) Participate in public meetings, seminars or other events, as directed.

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 **Colette Holt & 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, **Colette Holt & 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.)

Colette Holt
Authorized Representative's Signature

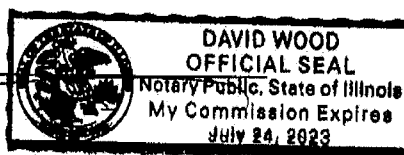
Colette Holt
Printed Name

OWNER
Title

2/14/21
Date

Subscribed and sworn before me this 14th day of FEB, 2021. I am commissioned as a notary public within the County of COOK, State of IL, and my commission expires on 7/24/23.

[Signature]
Signature of Notary



2/14/21
Date