

CONSULTING SERVICES AGREEMENT
(First Renewal Option)

THIS AGREEMENT, made and entered into on this 16th day of October, 2015, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called the "County" and **THOMAS L. NABORS**, 519 W. Cambridge Road, Belton, MO 64012, hereinafter called "Consultant."

WITNESSETH:

WHEREAS, the County solicited proposals for the furnishing of legislative services on Request For Proposals No. 20-15 and received one response thereon; and,

WHEREAS, the Scope of Services under RFP 20-15 authorized a twelve-month contract with three twelve-month options to extend for these services; and,

WHEREAS, upon review of proposals, the County has recommended an award to **THOMAS L. NABORS** of Belton, MO; and,

WHEREAS, this Consulting Agreement is authorized by Resolution 18771, dated March 23, 2015; and,

WHEREAS, Consultant has agreed to perform consulting services for the County in the area of legislative services, in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Consultant and 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 Consultant respectively promise, covenant and agree with each other as follows:

FILED
JAN 06 2016
MARY JO SPINO
COUNTY CLERK

1. Consultant shall provide an ongoing review of all activities of the Missouri Legislature affecting the County by providing services as more fully described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference. Consultant shall work at the direction of the County Executive and be available to attend such meetings as the County Executive may request.

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

3. County shall pay Consultant the total sum of \$25,000.00 for his services pursuant to this Agreement, payable in twelve equal monthly installments of \$2,083.33 each, due on the first day of each calendar month beginning January 1, 2016, upon receipt of Consultant's invoice.

4. Consultant shall bear all the expenses of his work under this Agreement.

5. The term of this First Renewal to the Consulting Agreement shall be effective as of January 1, 2016, and extend until December 31, 2016. Under the terms and conditions of RFP 20-15, this Agreement may be renewed for two additional twelve-month periods. Consultant or County may terminate this Agreement by giving thirty 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 books, brochures, fliers, lists, and all other County materials must be delivered and returned by Consultant to County within three days of the demand of County.

6. Consultant promises, covenants, and agrees, in addition to all other provisions herein, that during the term of this Agreement, he shall not assign any portion or the whole of this Agreement without the prior written consent of County.

7. 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 B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

8. If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reason 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. Consultant shall be responsible for his own compliance with the provisions of Chapter 105 of the Missouri Revised Statutes.

10. This Agreement together with the terms of RFP 20-15 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.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI




W. Stephen Nixon
County Counselor

By 

Michael D. Sanders
County Executive

THOMAS L. NABORS

ATTEST:

By 



Mary Jo Spino
Clerk of the Legislature

REVENUE CERTIFICATE

Funds sufficient to meet this obligation are subject to appropriation in the 2016 budget.



Date



Director of Finance and Purchasing
Account No. 001-5101-56790

1.0 INTRODUCTION

Jackson County, Missouri is seeking proposals from Legislative and Governmental Consultants to perform State Legislative Lobbying Services for the Jackson County, Missouri County Executive's Office.

2.0 SCOPE OF SERVICES

- 2.1 Consulting, advising and lobbying services for the County on an "as needed" basis, as the County shall deem appropriate. Services will include, but not be limited to, the following:
 - 2.1.1 Acting as advocates for and representing the County before the State Legislature and other state-wide elected officials;
 - 2.1.2 Pursuing the passage and defeat of state legislation;
 - 2.1.3 Providing information and advice useful in pursuing the passage and defeat of state legislation;
 - 2.1.4 Providing weekly reports of bills of County interest in formats acceptable to the County prioritized beginning with those bills directly related to the County's legislative priorities, then followed by a listing, status, information, etc. of bills of general County interest;
 - 2.1.5 Providing weekly reports of the activities the Lobbyist has engaged in to further the Legislative priorities of Jackson County;
 - 2.1.6 Providing advice and assistance on special projects that may arise during the year that entails Lobbying or access to State Officials;
 - 2.1.7 Confer with the County Executive and at least twice during the contract year and more often as the County sees fit for such briefings and dialogue as are necessary;
 - 2.1.8 Monitoring and analyzing legislation field in the General Assembly that affects the County's interests especially items that may impact stadium financing, new revenue generation and transit.
- 2.2 This Contract will be for Twelve Months with three Twelve Month renewal options. This contract may be cancelled by either party with Thirty Days written notice to the other party.
- 2.3 The Successful Respondent understands and agrees that they will be rendering all services hereunder as an independent contractor and not as an employee of Jackson County, Missouri. The Successful Respondent shall not be eligible for coverage under any County benefit plan as a result of any agreement. The Successful Respondent shall supply their own office space, equipment, materials, etc. as needed and shall have sole responsibility for determining the manner in which they perform the services hereunder. The County understands and agrees that the Successful Respondent shall not be subject to supervision by the County in the performance of such services. The County shall not set work schedules.
- 2.4 The Successful Respondent understands that the County is entering into this Agreement/Contract relying on their special and unique abilities with respect to performing the Scope of Services specified herein. Accordingly, any attempted or purported assignment of this Agreement/Contract shall be null and void unless the County has given its prior written consent to assignment, which may be conditioned, as the County deems appropriate.

- 2.5 Except with the County's permission, the Successful Respondent agrees not to represent or lobby on behalf of any group with interests which the County deems to conflict with that of the County's. If the Successful Respondent wishes to act as a consultant for such a company or group, they must first seek and receive the County Executive's written permission to do so, such permission being given at the discretion of the County. Any such request and any such permission may be conditioned and specific to certain issues, bills and/or time periods. Due to the County's sensitivity to conflicts of interest, the Successful Respondent shall include in their proposal an explanation including how they would address conflict of interest issues.
- 2.6 The Successful Respondent shall fully comply with all applicable federal and state laws, rules, regulations, including those governing conflict of interest and lobbying and the Missouri Ethics Commission. Without limiting the foregoing, the Successful Respondent shall file in a complete and timely manner all registration and reports required by Missouri Conflict of Interest/Lobbying Laws.

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 **Thomas L. Nabors** 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, **Thomas L. Nabors**, 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.)

Thomas Nabors
Authorized Representative's Signature

THOMAS NABORS
Printed Name

Title

10/16/15
Date

Subscribed and sworn before me this 16th day of October, 2015. I am commissioned as a notary public within the County of Cass, State of Missouri, and my commission expires on 2/1/17.

Melissa Stroud-Gawf
Signature of Notary

10/16/15
Date

MELISSA N. STROUD-GAWF
Notary Public - Notary Seal
STATE OF MISSOURI
Cass County
My Commission Expires: 2-1-2017
Commission # 13743470