

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month contract with three twelve-month options to extend for the furnishing of independent auditing services for use by the Finance and Purchasing Department to Allen, Gibbs & Houlik, L.C., of Overland Park, KS, at a cost to the County not to exceed \$135,000.00, under the terms and conditions of Request for Proposals No. 80-21.

RESOLUTION NO. 20887, February 28, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, by Request for Proposals No. 80-21, the Director of Finance and Purchasing solicited proposals from firms interested in providing independent auditing services to the County; and,

WHEREAS, the Director distributed thirty notifications, and received five responses evaluated as follows:

<u>RESPONDER</u>	<u>POINTS</u>
Allen, Gibbs & Houlik, L.C. Overland Park, KS	95.51
BKD, LLP Kansas City (Jackson County), MO	91.88
RubinBrown Kansas City (Jackson County), MO	89.63
Clifton Larson Overland Park, KS	88.25
RSM, LLP Kansas City (Jackson County), MO	77.50

and,

WHEREAS, the proposals submitted were evaluated on the basis of responsiveness to the scope of services, experience, pricing, and references; and,

WHEREAS, following evaluation of the proposals, the Director of Finance and Purchasing has recommended that award of a twelve-month contract with three twelve-month options to extend be made pursuant to section 1054.6 of the Jackson County Code, 1984, to Allen, Gibbs & Houlik, L.C., at a cost to the County for 2022 not to exceed \$135,000.00; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute for the County an Agreement with Allen, Gibbs & Houlik, L.C., in a form substantially similar to that attached, to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract and any extensions thereto, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

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

APPROVED AS TO FORM:

Jim P. Hudson
Chief Deputy County Counselor

Byron O. Bousky
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20887 of February 28, 2022, was duly passed on March 7, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

3.7.2022
Date

Mary Jo Spino
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 1404 56010
ACCOUNT TITLE: General Fund
Finance
Auditing & Accounting Services
NOT TO EXCEED: \$135,000.00

Funding for future years is subject to annual appropriation in the County's then current budget.

2/24/2022
Date

[Signature]
Chief Administrative Officer

AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2022, by and between **JACKSON COUNTY, MISSOURI**, by and through its County Executive, hereinafter called "the County," and **ALLEN, GIBBS, HOULIK, L.C. (AGH), 10801 MASTIN ST., SUITE 250, OVERLAND PARK, KS, 66210**, hereinafter called "Auditor."

WITNESSETH:

WHEREAS, the County has determined that it is in the best interest of its citizens to hire independent public accountants to provide auditing services of Jackson County financial statements for the 2021 fiscal year end and future County fiscal years if mutually agreed upon; and,

WHEREAS, the County issued Request for Proposals (RFP) No. 80-21 and received five responses thereon; and,

WHEREAS, the evaluation committee interviewed and evaluated the respondents and recommended an award to Auditor as the best overall response; and,

WHEREAS, this Agreement was authorized by Resolution _____, dated _____; and,

WHEREAS, Auditor has agreed to perform consulting work in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Auditor 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 Auditor respectively agree as follows:

1. Professional Services. Auditor shall fulfill its contractual obligations by providing an Annual Comprehensive Financial Report and audit of the financial records of Jackson County, Missouri, as more fully set out in County's RFP 80-21, Auditor's response thereto, and in Auditor's arrangement letter attached hereto as Exhibit A, which are all incorporated herein and made a part of this Agreement, provided that, should there be any conflicts between the terms and conditions set forth therein with the terms of this Agreement, the terms of this Agreement shall govern.

2. Independent Contractor. Auditor shall work as an independent contractor and not as an employee of the County. Auditor 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. Auditor shall report all earnings received hereunder as its gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and shall operate its business independent of the business of the County, except as required by this Agreement.

3. Terms for Payment. Auditor shall receive a flat fee of \$135,000.00 for its work under this Agreement in connection with the 2021 year-end audit. Auditor shall submit monthly statements to the County's Director of Finance and Purchasing, based on estimated percentage of work completed, and the County shall process such statements for payment promptly upon receipt.

4. Duration and Termination. This Agreement shall commence upon execution and continue until the services for the 2021 year-end audit have been completed, unless sooner terminated. Auditor or the County may terminate this Agreement for any reason by giving three (3) days' written notice to the other party. Termination of this Agreement shall

not constitute a waiver of the rights or obligations which County or Auditor may be entitled to receive or be obligated to perform under this Agreement for services prior to the date of termination, but payment pursuant to paragraph 3 of this Agreement shall terminate as of the date of said notice, and shall be prorated through that date. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by the Auditor to the County within ten (10) days of the termination of this Agreement. Upon mutual agreement of the parties, this Agreement may be renewed annually for audits through the year 2024. In the event of a renewal, the maximum compensation to be paid to Auditor for its services for each year shall be as set out in Auditor's response to RFP 80-21.

5. Assignment. Auditor agrees, in addition to all other provisions herein, that Auditor shall not assign any portion or the whole of this contract 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. Auditor agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and Auditor's failure to do so shall represent and constitute a breach of this Agreement. In such event, Auditor consents and agrees as follows:

(1) The County may without prior notice to Auditor immediately terminate this Agreement; and,

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

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. Appropriation of Funds. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event that no funds or in the event that insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever for payments due hereunder, County shall immediately notify Auditor of this occurrence and this Agreement shall terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the County of any kind, except as to (i) the portions of the amounts due under this agreement for which funds shall have been appropriated and budgeted or are otherwise available and (ii) County's other obligations and liabilities under this agreement relating to, accruing or arising prior to such termination.

10. Conflict of Interest. Auditor 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 contract.

11. Employment of Unauthorized Aliens Prohibited. Pursuant to §285.530.1, RSMo, Organization 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, Organization 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.

12. Incorporation. 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.

ALLEN, GIBBS, HOULIK, L.C. (AGH)

JACKSON COUNTY, MISSOURI

By _____
Federal Tax I.D. No.: _____

By _____
Frank White, Jr.
County Executive

APPROVED AS TO FORM:

ATTEST:

Bryan O. Covinsky
County Counselor

Mary Jo Spino
Clerk of the Legislature

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 \$135,000.00 which is hereby authorized.

Date

Director of Finance and Purchasing
Account No. 001-1404-56010

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 **Allen, Gibbs, & Houlik, LC**, 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, **Allen, Gibbs, & Houlik, LC** 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.)

Kathy Armbruster
Authorized Representative's Signature

Kathy Armbruster
Printed Name

Office Manager
Title

2-7-22
Date

Subscribed and sworn before me this 7th day of February, 202x. I am commissioned as a notary public within the County of Sedgwick, State of Kansas, and my commission expires on 7-20-2024.

Cherie Campos
Signature of Notary

2-7-2022
Date

