

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 4th day of January, 2022, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called the "County" and **MOD OP**, 1525 Locust St., Kansas City, MO 64108, hereinafter called "Consultant".

WITNESSETH:

WHEREAS, County requires the services of a consultant to assist County's Assessment Department with community engagement, public outreach, and other communications initiatives; and

WHEREAS, Consultant represents that its firm is equipped, competent, and able to undertake such an assignment; and,

WHEREAS, Consultant has agreed to provide consulting services and assistance to the County in accordance with the terms, conditions, and covenants as set forth in the County's RFP 107-22 and Consultant's response thereto; 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:

1. Consultant shall provide services related to community engagement, public outreach, and other communications related service for the County's Assessment Department, as is more fully described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference. Consultant shall provide these and any other related services only as directed by the County.

FILED

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MARY JO SPINO
COUNTY CLERK

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 for services rendered under this Agreement in a total amount not to exceed \$90,000.00. Consultant shall invoice for all services provided directly by Consultant's principal(s) at the hourly rate of \$80.00.

4. Consultant shall be responsible for all of its expenses incurred in the course of its performance of services under this Agreement, except for those expenses specifically approved in advance by the County's Director of Assessment, for which the County shall be responsible. However, in no event shall the total amount payable hereunder exceed \$90,000.00 without specific written authorization from the Director of Assessment.

5. This Agreement shall be effective upon execution and shall extend until December 31, 2023. Consultant or County may terminate this Agreement by giving seven 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, it shall not assign any portion or

the whole of this Agreement without the prior written consent of County, except as specifically described in the attached proposal.

7. Pursuant to §285.530.2, RSMo, Consultant assures that it does not knowingly employ, hire for employment, or continue to employ any 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. This Agreement shall be governed by the laws of the State of Missouri.

10. This Agreement, together with the County's RFP No. 107-22 and Consultant's response thereto 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.

MOD OP

JACKSON COUNTY, MISSOURI

By *Lawrence Hillert*

By *Bob Crutsinger*

Federal I.D. No. 47-4320236

Bob Crutsinger
Director of Finance and Purchasing

APPROVED TO FORM:

ATTEST:

Bryan O. Covinsky
Bryan O. Covinsky
County Counselor

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

REVENUE CERTIFICATE

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

1-10-2003
Date

Bob Crutsinger
Director of Finance and Purchasing

SCOPE OF SERVICES

- 4.1 The Successful Respondent will take direction from and directly report to the Director of Assessment of Jackson County, Missouri.
- 4.2 The Successful Respondent shall assist Jackson County with Assessment initiatives, outreach, and programs as directed.
- 4.3 The Successful Respondent shall review and analyze the current status of the Assessment Department's community engagement efforts and plans.
- 4.4 The Successful Respondent shall advise the Assessment Department on community engagement with the public and act as liaison as directed.
- 4.5 The Successful Respondent shall perform such other duties as may be assigned.
- 4.6 The Successful Respondent shall develop a clear messaging strategy which includes talking points and social media.
- 4.7 The Successful Respondent shall be responsible for the development of printed materials and graphics for handouts and brochures.
- 4.8 The Successful Respondent shall assist in the implementation of a media plan which will include coordination of local media coverage pertaining to community meetings, press conferences, and media interviews.
- 4.9 The Successful Respondent will work with Assessment Department to develop a community engagement plan, coordinate all public meetings and forums, document all community engagement sessions and communications and prepare and submit all required community engagement related documentation to the Assessment Department.

EXHIBIT B

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 **MOD OP**, 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, **MOD OP**, 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.)

Aaron E. Gilbertie
Authorized Representative's Signature

Aaron E. Gilbertie
Printed Name

Account Director
Title

1/4/2023
Date

Subscribed and sworn before me this 4th day of January, 2023. I am commissioned as a notary public within the County of Montgomery, State of Indiana, and my commission expires on May 10, 2023.

Sharon Kelp
Signature of Notary Sharon T Kelp

1/4/23
Date