

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 23rd day of October, 2023, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **HARDWICK LAW FIRM, LLC**, hereinafter called "Legal Counsel."

WITNESSETH:

WHEREAS, Legal Counsel has agreed to provide specialized legal advice and representation 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 and representation to the County relating to future contractual relationships with local professional sports teams as is more specifically set out in the engagement letter, 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

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OCT 23 2023
MARY JO SPINO
COUNTY CLERK

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. Legal Counsel shall bill County monthly for its services at the rates specified in Exhibit A, 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 during its performance of services under this Agreement.

5. This Agreement shall be effective as of September 10, 2023, and shall continue until September 10, 2024, unless sooner terminated. Legal Counsel or the County may terminate this Agreement by giving five (5) days' written notice to the other party. 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. 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.

7. Legal Counsel has the authority, upon agreement of the parties, to contract with third-parties as needed to effectuate the objectives desired by the County. Any third-party contractor will be paid by Legal Counsel and Legal Counsel will invoice County for costs incurred.

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 undocumented individual 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.

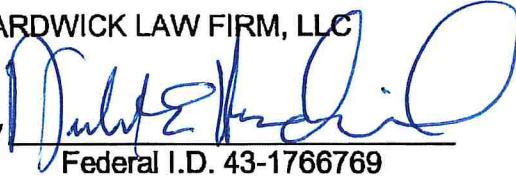
9. This Agreement incorporates the entire understanding and agreement of the parties.

(Signature page to follow)

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

HARDWICK LAW FIRM, LLC

By



Federal I.D. 43-1766769

JACKSON COUNTY, MISSOURI

By



Bryan O. Covinsky
County Counselor

ATTEST:




Mary Jo Spino
Clerk of the Legislature

REVENUE CERTIFICATE

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 of \$100,000.00 which is hereby authorized.

Date

10-18-2023



Director of Finance and Purchasing
Account No. 001-1101-56020
PC 110123010 000 DM

EXHIBIT A

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 **Hardwick Law Firm, LLC**, 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, **Hardwick Law Firm, LLC**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

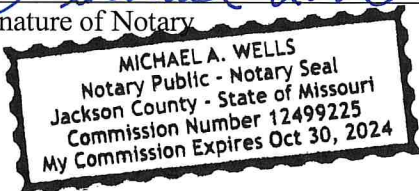
In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

[Signature]
Authorized Representative's Signature
President
Title

Herbert E. Hancock
Printed Name
10-23-23
Date

Subscribed and sworn before me this 23 day of October, 2023. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on Oct 30, 2024.

[Signature]
Signature of Notary
10-23-23
Date



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Hardwick Law Firm, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) N/A
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2405 Grand Blvd, Suite 800

6 City, state, and ZIP code
Kansas City, MO 64108

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number									
			-						
or									
Employer identification number									
4	3	-	1	7	6	6	7	6	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 12/12/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Hardwick

Attorneys at Law

2405 Grand Boulevard, Suite 800 | Kansas City, Missouri | T: 816-221-9445

September 11, 2023

VIA EMAIL

bcovinsky@jacksongov.org

Mr. Bryan O. Covinsky, County Counselor
Office of the County Counselor of Jackson County
Jackson County Courthouse 2nd floor
415 E. 12th St.
Kansas City, MO 64106

Re: Hardwick Law Firm, LLC Legal Services Agreement

Dear Mr. Covinsky:

Our Firm, Hardwick Law Firm, LLC (“Hardwick” or the “Firm”) has been engaged by Jackson County, Missouri (the “County” or the “Client”) under Resolution #21388 to provide specialized legal advice and representation to the County. The purpose of this letter is to confirm our agreement concerning the engagement.

I. Client and Scope of Representation

Hardwick is being retained to provide legal services to the County on certain matters related to current or future contractual relationships with local professional sports franchises which have entered into lease agreements for Arrowhead Stadium and Kauffman Stadium located in the County’s Harry S. Truman Sports Complex, or other facilities as may be determined. With respect to the scope of our representation, Hardwick’s responsibilities will include but not be limited to:

1. Provide counsel and/or assistance in upcoming lease or contract negotiations with local professional sports franchises;
2. Review and evaluate existing contracts and lease agreements with local professional sports franchises;
3. Advise the County on potential legal risks, opportunities, and strategic direction concerning current and future contracts with local professional sports franchises;
4. Assist the County and the Jackson County Sports Authority in managing the relationships with local professional sports franchises, including potential dispute resolution;
5. Provide advice or aid in negotiating renewals or future agreements with current or potential professional sports franchises;
6. Collaborate with subject matter experts as deemed necessary, subject to the County’s approval; and
7. Perform other related functions as assigned or deemed material or necessary by the County.

II. Terms of Engagement

Hardwick is being engaged as an independent contractor and not as an employee of the County. We 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. Hardwick will report all earnings received hereunder as gross income. The Firm is 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.

Pursuant to §285.530.1, RSMo, we do 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 we affirm, by sworn affidavit (attached as Exhibit A) and provision of documentation, the Firm's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

III. Fees and Expenses

Hardwick proposes to provide legal services to the Client on an hourly basis. Hardwick's fees will be based on the amount of time spent by our lawyers and qualified paralegals on the Client's behalf. The applicable blended rate multiplied by the number of hours spent by each lawyer or paralegal, measured in tenths of an hour, will determine our fees. Recognizing that good business means containing costs, we strive to work very efficiently when providing our legal services. If there are attributes of our representation that can be done more effectively and quickly by you or others, we will communicate that, and work accordingly.

The Firm staff will be assigned the rates set forth below:

<u>Firm Staff</u>	<u>Hourly Rate</u>
Partner	\$595.00
Principal	\$560.00
Senior Counsel	\$525.00
Senior Associate	\$495.00
Associate	\$435.00
Paralegals	\$205.00

When preparing our statements for services, we review the time recorded and do not charge for time that we conclude should not be billed. Each bill will describe the services performed on your behalf and the time expended. Our statements will include out-of-pocket expenses and client support charges incurred in the representation. We will track the time of each of our professionals as described. We will bill you on a monthly basis unless otherwise agreed by the parties.

It is our understanding the County, at its discretion, may amend or modify this Agreement to change the scope of services and/or extend the term of engagement. Please note that our rates are adjusted from time to time, usually at the first of the year, and therefore may change during the course of our engagement.

IV. Retainer

In connection with our engagement, we typically require an initial retainer of \$ N/A to support your decision to hire our firm as your counsel. In this instance we are waiving a retainer. Upon agreeing to sign this letter, please forward via email or overnight mail the original signature page to our attention.

V. Estimates of the Cost of Services to be Performed

From time to time you may ask us to make estimates of the cost of doing a particular project. Because it is often difficult to estimate at the beginning of a project how much time it will take to accomplish the project, we treat estimates as an "educated guess" and not as an assurance that we will be able to do the work for the estimated price. When estimates are given we will advise you when we are nearing the estimated price, and we will also advise you if we become aware that the estimate may be exceeded. At that time, you can decide whether to halt our work on the project, modify the project, or proceed to completion with a different cost estimate.

VI. Fees Not Contingent and Due within Thirty Days.

Our fees are not contingent, and payment is due every thirty (30) days upon the receipt of the bill or when billed as agreed to by the Client and the Firm. If the Firm has not received any comment about the statement within three (3) days of its receipt, we will assume that you found it acceptable. Payment is to be made in U.S. dollars by check payable to "Hardwick Law Firm, LLC"

If any of our statements remain unpaid for more than sixty (60) days, we may, consistent with our ethical and court-imposed obligations, cease to perform services until satisfactory arrangements have been made for the payment of the unpaid statements and future fees. In fairness to our many clients who promptly pay their bills each month, we reserve the right to take appropriate action with respect to such delinquent accounts.

VII. Payment of Third-Party Expenses

The Firm will pay all costs associated with this agreement directly and will invoice the County for the costs. In addition, the Firm's general policy is to require the Client to advance filing fees and other upfront costs and expenses required to support you as part of our representation.

VIII. Communication and Related Obligations

We agree that we will keep you informed about material developments with respect to this representation, respond promptly to any inquiries, and consult with you about how your objectives are to be pursued. Any discussion with you of possible outcomes or results is intended to illustrate various strategic alternatives and does not constitute a guarantee of any particular outcome or result. To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to the engagement, and to disclose to us fully and accurately all information that may be relevant to the matter or that we may otherwise request.

IX. Client Confidence.

In order to ensure confidentiality, we will not (unless you specifically grant us the authority to do so) discuss or otherwise make available to anyone, including other clients, any information about you, your business, or our work on your behalf.

Hardwick 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, the Firm shall not assign any portion or the whole of this contract without the prior written consent of the County or utilize the form or substance of any Agreement or documents of every description used in any and all business operations of the County.

X. Conflicts

Hardwick is a firm with many areas of practice, many clients, and offices in a number of cities across the country. Therefore, it is possible that, while we are representing you, certain types of conflicts may arise in matters unrelated to the present engagement for which we request your consent and waiver at this time. First, other present or future clients, including clients who rely upon us for general representation, may ask the Firm to represent them in transactions or litigation adverse to you. Second, it is possible that an adverse party ("Adverse Party") in the current representation or one of its affiliates may ask the Firm to represent it in matters unrelated to our representation of you.

There are important limitations on the consent and waiver we are requesting. We would decline the other representation if we believed that there was a risk of misuse of your confidential information. We carefully protect our clients' nonpublic proprietary and other confidential information, and we would not represent another party in a matter that would involve disclosure of such information or use of such information to our clients' material disadvantage. We would also decline the other representation if we believed that it would adversely affect our representation of you. Finally, we would not represent a party adverse to you in a matter substantially related to a matter in which we have represented you without your further specific consent.

Your execution of this letter confirms that you agree to the terms of this letter. If we do not receive anything from you, but you continue to work with us on the matter described, the terms of this letter will govern our lawyer-client relationship.

XI. Termination of Services and Representation.

Our representation will end in the ordinary course upon completion of our work on the engagement described above, unless you ask us to perform further services and we agree to do so. If we agree to perform further services, the terms of this letter will apply except as we may mutually agree. However, either of us may terminate the engagement earlier for any reason by five (5) days written notice, subject on our part to applicable rules of professional conduct including our obligation to take such steps as may be reasonably practicable to protect your interests in the matter for which we were engaged.

As our engagement may be for a specific matter, after completion of the engagement, changes may occur in applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you specifically ask us to provide additional services concerning such future occurrences and we agree to do so, we have no obligation to advise you with respect to future legal developments.

Termination of our representation does not, however, relieve you from the responsibility of paying those fees and expenses incurred through the date we were notified of termination. Similarly, we may withdraw from this representation for a number of reasons, including failure to promptly pay the amounts indicated in our billing statements; failure to disclose all facts material to our representation; failure to act in accordance with our advice; or development of one or more circumstances which, in our judgment, impair our ability to continue an effective attorney-client relationship.

Following termination of our representation, if you wish to have any of your property or documents delivered to you, please advise us. We will transfer to you materials in the files including your documents and property, but excluding firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and our lawyers' internal work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of our lawyers. We will maintain our files in accordance with the terms of our file retention program, which provides for destruction of files at designated periods, typically after 10 years. After that, we may destroy those records without further notice to you.

XII. Confirmation of Services.

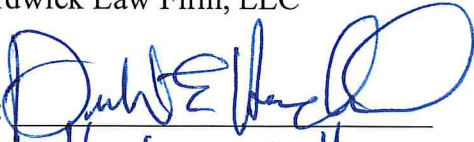
We are pleased to have the opportunity to serve you. Our goal is to provide you with the highest-quality and most efficient legal services. We have found from past experience that our relationship will be stronger and more effective when at the beginning there is a clear understanding of the services we will perform, the fees we intend to charge for such services, and the payment thereof. Therefore, it is our standard procedure to be very specific with our clients as to the scope of the services that we intend to provide and the terms by which we will bill fees and expenses. The letter accompanying these terms of representation sets forth this information.

If what is set forth in the letter does not accurately describe your understanding of the services we are to perform or the terms for billing fees and expenses, kindly advise the attorney sending you the letter. Unless the attorney is notified promptly, we will assume that the terms of representation and the letter are acceptable to you.

We appreciate the opportunity to work with you. If you have any questions or comments during the course of our representation, please call us.

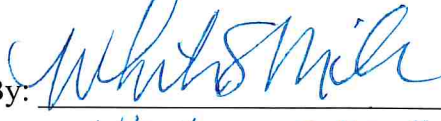
IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement which incorporates the entire understanding and agreement of the parties.

Hardwick Law Firm, LLC

By: 
Name: Herbert E. Horwich
Title: President

Date: 10/23/23

Jackson County, Missouri

By: 
Name: Whitney S. Miller
Title: Chief Dep CC

Date: 10/20/23

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 12th Street, Room 105
Kansas City, Missouri 64106

Respondent/Contractor:

Hardwick Law
2405 Grand, Suite 900
KC, MO

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