

REQUEST FOR LEGISLATIVE ACTION


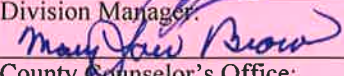
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19356

Sponsor(s): Dennis Waits

Date: January 23, 2017

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the renewal of the Consulting Agreement, with John Q. Ebert and Associates of Bluffton, Ohio for use by the Assessment Department at a cost to the County in the amount of \$450,000.00 for 2017.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="321 583 1203 894"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$450,000.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$450,000.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT 045-4500-56080 TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$360,00.00 Prior Year Actual Amount Spent (if applicable): \$360,000.00</p>	Amount authorized by this legislation this fiscal year:	\$0.00	Amount previously authorized this fiscal year:	\$450,000.00	Total amount authorized after this legislative action:	\$0.00	Amount budgeted for this item * (including transfers):	\$450,000.00	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT 045-4500-56080 TO ACCT
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): #18541 June 16, 2014 #18624 October 13, 2014 #18700 January 14, 2015 #18887 July 13, 2015 #19034 January 11, 2016</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Mary Lou Brown, 816-881-3333</p>										
<p>REQUEST SUMMARY</p>	<p>By Resolution 19034, dated January 4, 2016, the Legislature did award a twelve-month consulting contract with two twelve-month options to extend, to John Q. Ebert and Associates of Bluffton, OH, for services in connection with the County's 2016 assessment program. The Assessment Department continues to require the services of a highly qualified, nationally recognized consultant with experience in the mass appraisal process to assist with the 2017 reassessment as well as with other matters regarding the valuation of real property interests. The Chief Administrative Officer recommends the extension/renewal of this contract for 2017, at a 2017 cost not to exceed \$450,000.00, as authorized by Resolution 19034.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department)</p>										

	<input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Consulting Services Agreement Exhibit A – Scope of Work	
REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i> 	Date: 1/17/17
	Division Manager: 	Date: 1/12/17
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

CONSULTING SERVICES AGREEMENT
(First Renewal Term)

THIS AGREEMENT, made and entered into on this ___ day of _____, 2017, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County," and **JOHN Q. EBERT AND ASSOCIATES CONSULTING**, 568 South Main Street, Bluffton, OH 45817, hereinafter called "Consultant."

WITNESSETH:

WHEREAS, the Assessment Department continues to have need of consulting and management services to assist in the reassessment of Jackson County property valuations through the 2017 reassessment process as well as valuation of real property interests; and,

WHEREAS, Consultant has the expertise to provide such service; and

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

WHEREAS, by Resolution No. 19034, dated January 4, 2016, County awarded a one-year contract to Consultant, with two one-year options to extend, and authorized the County Executive to execute the documents necessary to the accomplishment of the award;

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Consultant respectively agree as follows:

1. Consultant shall provide specialized advice relating to the County's reassessment processes, as is more specifically set out in Consultant's Scope of Work,

attached hereto as Exhibit A, and incorporated herein by reference.

2. Consultant shall work as an independent contractor and not as an employee of the County. Consultant 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. Consultant 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. During the First Renewal Term of this Agreement, County shall pay Consultant an annual fee not to exceed \$450,000.00, payable in twelve payments as follows:

January - March	\$60,000.00 monthly
April – June	\$40,000.00 monthly
July – September	\$30,000.00 monthly
October – December	\$20,000.00 monthly

Consultant shall invoice for services performed under this Agreement, and County shall make timely payment to John Q. Ebert and Associates.

4. Consultant shall bear all of the ordinary and necessary expenses of its work under this Agreement. However, the parties anticipate that it may become necessary for Consultant to take on some extraordinary expense to ensure the most efficient performance of the work. In that event, the parties agree to meet and confer in good faith for the purpose of reaching agreement on a mutually satisfactory allocation for these extraordinary expenses, which can then be paid pursuant to a formal

addendum to this Agreement.

5. Throughout the term of this Agreement, Consultant shall report directly to the County's Chief Administrative Officer.

6. The term of this Agreement shall be effective January 1, 2017, and shall extend to December 31, 2017, unless sooner terminated. Consultant or the County may terminate this Agreement for any reason by giving thirty (30) days' written notice to the other party. In the event of the death or incapacitation of Mr. John Q. Ebert, the County may terminate this Agreement by giving thirty (30) days' written notice to John Q. Ebert and Associates Consulting. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Consultant may be entitled to receive or be obligated to perform under this Agreement for services performed or required to be performed prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by the Consultant to the County within ten (10) days of the termination of this Agreement.

7. At the agreement of both parties, this Agreement may be extended for an additional twelve-month term after the conclusion of this renewal term, at a cost not to exceed \$450,000.00 annually and subject to appropriation. If this Agreement is extended, Consultant's duties and corresponding compensation will be updated and modified by mutual agreement of the parties.

8. Consultant agrees, in addition to all other provisions herein, that Consultant shall not assign any portion or the whole of this Agreement without the prior written consent of the County.

9. Timely performance of all duties provided herein is of the essence of this

Agreement.

10. Consultant agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and Consultant's failure to do so shall represent and constitute a breach of this Agreement. Termination under this Paragraph shall be considered termination for cause under Paragraph 6. In such event, Consultant consents and agrees as follows:

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

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

11. 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.

12. Consultant 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 Agreement.

13. 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.

14. Consultant shall treat all information, not generally and publicly available, learned in the course of providing the Scope of Work (Exhibit A) as confidential, and Consultant hereby agrees not to directly or indirectly disclose such confidential information to any third party. Consultant will use the confidential information solely in connection with providing the Scope of Work hereunder and will disclose the confidential information only to those of its employees, associates and agents who have a bona fide need to know such information in order to further the purposes of this Agreement.

15. 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 dates first written above.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By _____
W. Stephen Nixon
County Counselor

By _____
Frank White, Jr.
County Executive

ATTEST:

JOHN Q. EBERT AND ASSOCIATES
CONSULTING

Mary Jo Spino
Clerk of the Legislature

Tax ID: 46-3556112

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 \$450,000.00 which is hereby authorized.

Funds sufficient to meet future years' obligations are subject to appropriation in the then current Jackson County budget.

Date

Chief Financial Officer
Account No. 045-4500-56080

EXHIBIT A
Res. _____**SCOPE OF WORK**

2.1 **Generally.** The work of the Consultant is to provide consulting and management services to the County to assist in the reassessment of Jackson County property valuations through the 2017 reassessment process as well as valuation of real property interests.

Regarding all performance and responsibility matters of this contract, the Consultant shall report directly to the County Chief Administrative Officer (the "CAO").

2.2 **Scope of Work.** Consultant shall:

2.2.1 Provide expert assistance and advice to the County as required regarding the 2017 Jackson County Reassessment.

2.2.2 Provide expert assistance and advice to the County as required in matters of real estate databases optimization, valuations development, quality control, and performance monitoring.

2.2.3 Provide expert assistance and advice to the County regarding the practical use of Mobile Assessor Desktop Review and Integrated Field Review applications.

2.2.4 Provide valuation support report review and present testimony as required by the Jackson County Counselor's office to the Board of Equalization and the Missouri State Tax Commission and all other litigation and alternative dispute resolution forums. Also provide applicable testimony in front of the Jackson County Legislature.

2.2.5 Provide expert assistance and advice to the County regarding troubled/complex appraisals, data processing and technologies utilization, Board of Equalization procedures and operations and other matters involving valuation of real property interests.

2.2.6 Provide a detailed 2017 Calendar Year Reappraisal Plan, including a timeline of milestones and their related sub-projects, to the CAO, within thirty days (30 days) of the effective date of this contract.

2.2.7 Provide onsite services in Jackson County of at least an average of 15 Senior Consultant (John Q. Ebert or Tom Ebert) person days per month, or as otherwise may be reasonably required by the CAO during exceptional periods. No minimum or maximum number of offsite days is specified.

2.2.8 Provide weekly status reports to the CAO, or as otherwise may be reasonably required by the CAO.

2.3 **Expenses.** Consultant shall bear all of the ordinary and necessary expenses of its work under this Agreement. However, the parties do anticipate that it may become necessary for Consultant to take on some extraordinary expense to ensure the most efficient performance of the work. In that event, the parties agree to meet and confer in good faith for the purpose of reaching agreement on a mutually satisfactory allocation for these extraordinary expenses, which can then be paid pursuant to a formal addendum to this Agreement.

Exhibit B
Res. _____

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 **John Q. Ebert and Associates Consulting** 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, **John Q. Ebert and Associates Consulting** 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.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn before me this _____ day of _____, 2017. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date