

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 20 day of November, 2014, by and between **JACKSON COUNTY, MISSOURI**, by and through its County Executive, hereinafter called "the County," and **MANATRON/THOMSON REUTERS**, 510 East Milham Avenue, Portage, MI 49002, hereinafter called "Consultant."

WITNESSETH:

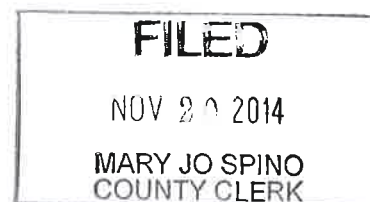
WHEREAS, Consultant has agreed to perform consulting work in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Consultant 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 Consultant respectively agree as follows:

1. **Consulting Services**. Consultant shall fulfill its contractual obligations by assisting the Jackson County Assessment Department with its Ascend Software, as more fully set out in the attached proposal, attached hereto as Exhibit A and incorporated herein by reference.

2. **Independent Contractor**. 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 his gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and shall operate his business independent of the



business of the County except as required by this Agreement.

3. **Terms for Payment.** The County agrees to pay Consultant at the rate of \$1,500.00 per day for services rendered, in a total amount not to exceed \$30,000.00 for all work performed under this Agreement. Consultant shall invoice the County monthly, and County shall pay the invoices promptly upon receipt.

4. **Expenses.** Consultant shall be entitled to the reimbursement of its expenses incurred in the ordinary course of its work hereunder, provided that the total amount payable to Consultant for fees and expenses shall not exceed \$30,000.00, without the prior written approval of the County.

5. **Duration and Termination.** This Agreement shall be effective September 11, 2014, and shall extend through March 30, 2015, unless sooner terminated. 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 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 Consultant to the County within ten (10) days of the termination of this Agreement.

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

7. **Time of the Essence.** Timely performance of all duties provided herein is of the essence of this Agreement.

8. **Remedies for Breach.** 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. In such event, Consultant consents and agrees as follows:

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

(2) Consultant warrants that all services provided under this Agreement will be performed in a workmanlike manner. County shall notify Consultant in writing of any breach of this warranty within thirty (30) days after completion of the service. Consultant obligation to County and County's exclusive remedy for such a breach shall be re-performance of the service.

9. **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.

10. **Conflict of Interest.** 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 contract.

11. **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.

MANATRON/THOMSON REUTERS

JACKSON COUNTY, MISSOURI

By Matthew Ferry
Lead Contract Administrator

By Q. Troy Thomas
Q. Troy Thomas
Director of Finance and Purchasing

APPROVED AS TO FORM:

ATTEST:

W. Stephen Nixon
W. Stephen Nixon
County Counselor

Mary Jo Spino
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 \$30,000.00 which is hereby authorized.

November 18, 2014
Date

Q. Troy Thomas
Director of Finance and Purchasing
Acct. No. 045-4500-56080
4500 2014016



October 20, 2014

Jackson County, Missouri
Assessment Director
415 East 12th St, 1st Floor Mezzanine (1M)
Kansas City, MO 64106

This Work Order will confirm Jackson County's request for the following professional training services at the price(s) indicated below. This will be an addendum to the County's existing agreement with Manatron, Inc. – A Thomson Reuters Business ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov"), and all the terms and conditions of that agreement will pertain. Thomson Reuters will provide an Ascend Assessment Technical Consultant onsite. The standard workday will be 8am to 5pm, with possible longer hours on the final day.

Our Technical Consultant will work with test data and will instruct targeted staff on procedures to execute for the period Jan 2015-May 2015 with live data in connection with the biennial reassessment.

Our Technical Consultant will work with targeted staff to ensure cleanup of the daily audits and then will run the billing audits for BP, IP, & RP. Then we will run the ASMT billing aggregates and match them to the COLL levy aggregates. And if the variance is minimal it will be approved to start billing. If not, the differences on a parcel level will need to be isolated.

Thomson Reuters will help provide some very basic documentation as well so the County can add to its building repository for 2015. Jackson County should also provide multiple resources to observe and participate in the processes for effective cross training.

PROFESSIONAL SERVICES

Professional services fees are due and payable after TRTA Gov performs such services in accordance with TRTA Gov's invoice(s) that shall be sent to the County.

All invoices are due within 30 days of receipt. Approval of this Work Order will allow TRTA Gov to perform the services and/or provide the products herein. Upon approval and signing, please return the fully executed Work Order to TRTA Gov via **one** of the following methods:

- 1) Email a scanned image of the signed LOA to matt.henry@thomsonreuters.com;
- 2) Fax a signed copy to the attention of Matt Henry at 269-567-2930

If you have any questions, please feel free to contact Contract Administration at our Corporate Office: (866) 471- 2900.