

AGREEMENT

THIS AGREEMENT, made and entered into on the 16 day of May, 2012 by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as the "County", and **C. CHARLES FRANKLIN**, hereinafter referred to as "Franklin," 3600 S. Noland Rd., Independence, MO 64055.

WHEREAS, the Legislature deems it necessary and proper to provide assistance to the Jackson County Board of Equalization (BOE) in evaluating proposed assessment valuations and charges; and,

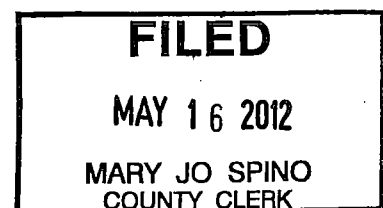
WHEREAS, by Resolution 17300, dated June 7, 2010, the Legislature did authorize an agreement with C. Charles Franklin, a Certified Public Accountant with extensive business experience in eastern Jackson County, for the furnishing of professional property advisor services in connection with the Board of Equalization, at a cost to the County not to exceed \$7,500.00; and,

WHEREAS, Resolution 17300 authorized a twenty-four month agreement with one twenty-four month option to extend for these services; and,

WHEREAS, the Legislature now desires to exercise the extension option with Franklin, pursuant to the terms and conditions of Request for Proposals No. 5-10;

NOW, THEREFORE, the Legislature and Franklin agree as follows:

1. Franklin will advise and consult with the BOE concerning any real property assessments and valuations, and such other related matters as the BOE requests from time to time;
2. Franklin will report and confer with the County Auditor or Legislature concerning their



advice, consultation, observations and other matters pertaining to the Board;

3. Franklin will not appear before the BOE representing either a taxpayer or the Assessment Department;

4. Franklin will prepare a written expression of opinion and present it to the County Auditor or the Legislature within 15 days from the date of the BOE hearing concerning any change in the market value of any real property of \$250,000.00 or more;

5. Franklin will account to the County Auditor for his time spent in providing services to the Legislature; and,

6. Franklin will not engage in outside appraisal work for any other County Department while acting as an adviser for the Board of Equalization.

7. In the absence of the County Auditor, Franklin shall obtain above-mentioned approval, make reports, follow directions and account to the Chairman of the Legislature.

8. The Legislature shall pay Franklin for his services at the rate of \$75.00 per hour, in a total amount not to exceed \$7,500.00 each calendar year for services rendered under this Agreement, in a total amount not to exceed \$15,000.00.

9. This Agreement shall be effective May 25, 2012 and shall extend through December 31, 2013.

10. Franklin shall schedule time so that either he or the other BOE consultant is present at all meetings of the BOE hearing commercial property matters.

11. Either party may terminate this agreement for any cause or without cause upon giving the other party fifteen (15) days written notice.

12. 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

W. Stephen Nixon
County Counselor

By Michael D. Sanders
County Executive

ATTEST:

C. CHARLES FRANKLIN

Mary Jo Spino
Clerk of the Legislature

C. Charles Franklin
SSN: 499-62-0475

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 \$7,500.00 which is hereby authorized.

Funds available for future years are subject to appropriation in the then current budget.

May 14, 2012
Date

R. J. [Signature]
Director of Finance and Purchasing
Account No. 045-0301-56080
3012012001