

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Counselor to execute a Legal Services Agreement with William G. Snyder to provide specialized legal services, at a cost to the County not to exceed \$10,000.00.

RESOLUTION NO. 20092, February 19, 2019

INTRODUCED BY Theresa Galvin, County Legislator

WHEREAS, the Interim County Counselor recommends the award of a Legal Services Agreement to William G. Snyder to provide services in the areas of tax assessment, tax collection, and county records, among others; and,

WHEREAS, Mr. Snyder has provided these services to the County Counselor's office in an effective manner under contract since his retirement from County employment in 2016; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Interim County Counselor be and hereby is authorized to execute the attached Legal Services Agreement with William G. Snyder, for a term ending December 31, 2019, at a cost to the County not exceed \$10,000.00.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Interim County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20092 of February 19, 2019, was duly passed on February 25, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

2.25.19
Date


Mary Jo Spino, Clerk of Legislature

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.

ACCOUNT NUMBER: 045 1901 56020
ACCOUNT TITLE: Assessment Fund
Assessment
Legal Services
NOT TO EXCEED: \$10,000.00

2/14/19
Date


Chief Administrative Officer

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, 2019, by and between **JACKSON COUNTY, MISSOURI**, by and through its County Counselor, hereinafter called "the County," and **WILLIAM G. SNYDER**, 2830 Brentwood Court, Independence, MO 64055, hereinafter called "Legal Counsel".

WITNESSETH:

WHEREAS, the County Counselor has a need for specialized legal advice related to property tax collection, assessment, and related matters; and,

WHEREAS, Legal Counsel has the expertise to provide such services; and

WHEREAS, Legal Counsel has agreed to perform legal work 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 agree as follows:

1. **Professional Services**. Legal Counsel shall provide advice and assistance as requested by the County Counselor or his designee related to property tax collection, assessment, and other matters as needed.

2. **Independent Contractor**. 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 Counselor 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 its gross income, and be responsible for his 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. **Standard of Care.** Legal Counsel warrants that he and his designated agent will perform the Services in accordance with the standards of care and diligence normally practiced by recognized professional legal firms in performing services of a similar nature in existence at the time of performance of the Services.

4. **Terms for Payment.** The County shall pay Legal Counsel for services rendered under this Agreement in a total amount not to exceed \$10,000.00. Legal Counsel shall bill County for his services at the rate of \$150.00 per hour and County shall pay Legal Counsel promptly upon receipt of Legal Counsel's statements, which shall be submitted monthly.

5. **Expenses.** Legal Counsel shall bear all the expenses of his work under this Agreement.

6. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Legal Counsel assures that he 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, Legal Counsel shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that he does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7. **Confidentiality.** Legal Counsel shall treat all information, not generally and

publicly available, learned in the course of providing his services as confidential, and Legal Counsel hereby agrees not to directly or indirectly disclose such confidential information to any third party. Legal Counsel will use the Confidential Information solely in connection with providing services hereunder and will disclose the Confidential Information only to those of his employees, associates and agents who have a bona fide need to know such information in order to further the purposes of this Agreement.

8. **Indemnification.** Legal Counsel shall indemnify and hold County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) arising out of the performance of the Services, if and to the extent caused by the negligence or misconduct of Legal Counsel.

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

10. **Remedies for Breach.** Legal Counsel agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement, and Legal Counsel's failure to do so shall represent and constitute a breach of this Agreement, and in such event, Legal Counsel consents and agrees as follows:

(a) The County may without prior notice to Legal Counsel immediately terminate this Agreement; and,

(b) The County shall be entitled to collect from Legal Counsel all costs incurred by the County as a result of said breach including reasonable attorney's fees, expenses and costs.

11. **Severability.** 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.

12. **Conflict of Interest.** Legal Counsel 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.

13. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

14. **Term.** The term of this Agreement shall be from January 1, 2019, until December 31, 2019. Either party may cancel the Agreement at any time upon delivery of written notice to the other party.

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

JACKSON COUNTY, MISSOURI

WILLIAM G. SNYDER

By _____
Jay D. Haden
Interim County Counselor

By _____

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$10,000.00 which is hereby authorized.

Date

Chief Administrative Officer
Account No. 045-4500-56020

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 **WILLIAM G. SNYDER**, 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, **WILLIAM G. SNYDER**, 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 _____, 2019. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date