

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Consolidated Billing, Fee, and Special Assessment Collection Agreement with the City of Kansas City, Missouri.

RESOLUTION #11827, July 14, 1997

INTRODUCED BY John Patrick Burnett, County Legislator

WHEREAS, the Finance Department has recently concluded negotiations with staff of the City of Kansas City, for an agreement which would allow the County to collect the City's real property taxes and assessments in the same manner as the County currently collects such taxes and assessments for most of the other cities within the County; and,

WHEREAS, under the proposed "Consolidated Billing, Fee, and Special Assessment Agreement," a copy of which is attached hereto, the County will receive its statutory 1% collector's commission on all sums collected for the City, as well as the .6% assessment fee; and,

WHEREAS, this Agreement is in the best interests of the health, welfare, and safety, of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the County Executive be and hereby is authorized to execute the attached "Consolidated Billing, Fee and Special Assessment Agreement" with the City of Kansas City, Missouri.

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

APPROVED AS TO FORM:

Jay S. Hiller

Sandra K. Schmeckler
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution # 11827 of July 14, 1997 was duly passed on July 21, 1997 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

7.21.97
Date

Mary Jo Brogato
Mary Jo Brogato, Clerk of Legislature

CONSOLIDATED BILLING, FEE AND SPECIAL ASSESSMENT
COLLECTION AGREEMENT

An Agreement by and between Jackson County, Missouri, a first class county with a constitutional charter (the "County") and the City of Kansas City, Missouri, a municipal corporation (the "City").

WITNESSETH:

Whereas, the County and the City desire to provide consolidated billing and collection services for property taxes within the City by having the County bill and collect Kansas City real property taxes along with other taxes currently billed and collected by the County. In consideration of the following mutual promises, the parties hereto agree as follows:

1. The County will include on its annual tax bills the City's real and personal property, merchants/manufacturers taxes, as well as motor vehicle license fees and special assessments which can be adapted to the County's billing system. The City will provide the County with such information as the County requires to include the City's taxes on the County bills.
2. The County will collect the City taxes by mail or at any of the County's tax service locations.
3. The County will deposit payments received in an interest bearing account within a maximum of three working days from receipt. The City portion of the invested fees along with any interest collected from the taxpayer will be distributed to the City via ACH (Automated Clearinghouse) on a weekly basis.
4. The County will provide the City with monthly reports and/or electronic data leading to the summarization of the City tax activity to include beginning month balance due, additional billings, collections, other additions/reductions and ending month balance due by original billing year for the taxes, fees and special assessments identified in item #1, above.
5. In addition, the County will provide a monthly data file in a City accepted format identifying the status of each City parcel. The media will include, but is not limited to, the County identification number, owner name, legal address, legal description, mailing name, mailing address, current land and improvement assessment, and taxes due.

6. The County will provide the City with on-line computer access, through the use of computer hardware located at the City, providing payment verification by parcel or the County will provide a weekly data file in a City accepted format allowing for payment verification by parcel.
7. The County will make available to the City Auditor or his designee any and all books and records concerning any aspect of its operations for inspection and audit by the City Auditor within a reasonable time after request for inspection or audit, pursuant to Section 2-113 of the Code of Ordinances of Kansas City.
8. The City will notify the County of all corrections and additions to the tax records. The County will make those corrections and additions as can be verified by the County's procedures, and the County will notify the City of any changes not made and the reasons therefor.
9. The parties agree that pursuant to RSMo Sections 52.260 and 137.082, the County shall be entitled to a Collector's Commission of one percent (1.0%) of all City taxes collected by the County as consideration for the County's services under this agreement. To provide for payment of that amount, the County shall deduct one percent (1.0%) from each distribution of tax monies made to the City under this agreement.
10. The parties agree that the County shall collect, and pay to the City, the imposed interest penalty on delinquent taxes, fees and special assessments as allowed by law.
11. Pursuant to Section 137.720, RSMo (1986), the County is entitled to deduct six tenths of one percent (.6%) of all City ad valorem taxes collected by the County for the assessment fund provided in the Section. The parties agree that the County shall deduct the six tenths of one percent (.6%) for the assessment fund from each distribution of tax monies made to the City under this agreement.
12. This agreement shall be effective May 1, 1997 and shall continue in force and effect unless canceled as provided herein; this agreement may be canceled only by mutual consent. In the event of cancellation, the County agrees to collect and distribute all taxes, fees and special assessments billed prior to termination of this agreement.
13. 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.
14. This Agreement incorporates the entire understanding and agreement of the parties.

In Witness Whereof, the parties have executed this agreement this 16th
day of ~~May~~, 1997.

September

City of Kansas City, Missouri

By *[Signature]*
Director of Finance

ATTEST: *[Signature]*
City Clerk

APPROVED AS TO FORM:

[Signature]
Ass't City Counselor

Jackson County, Missouri

By *[Signature]*
County Executive

ATTEST: *[Signature]*
Clerk of the Legislature

APPROVED AS TO FORM:

[Signature]
County Counselor