

AGREEMENT

THIS AGREEMENT, made and entered into on the 11 day of July, 2014 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,

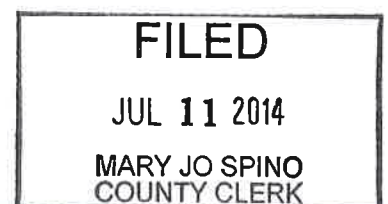
WHEREAS, C. Charles Franklin is a Certified Public Accountant with extensive business experiences in eastern Jackson County; and,

WHEREAS, Franklin is capable of rendering to the Legislature and BOE such services as above stated and hereinafter more particularly set out; and

WHEREAS, this Agreement is authorized by Resolution 18537, dated June 9, 2014, pursuant to the terms and conditions of Request for Proposals No. 40-14;

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 their 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 for services rendered under this Agreement. Franklin shall bill the County monthly for his services and the County shall pay Franklin promptly upon receipt of Franklin's statement.

9. This Agreement shall be effective June 16, 2014, and shall extend through June 15, 2016. The County may extend this Agreement for an additional twenty-four month period by providing a written notice of intent at least 60 days prior to the expiration of this Agreement.

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. Pursuant to §285.530.1, RSMo, Franklin 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, his enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

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



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.


Date


Director of Finance and Purchasing
Account No. 045-0301-56080
3012014003

Res. 18537

Exhibit B

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 **C. Charles Franklin** 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, **C. Charles Franklin**, 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.)

C Charles Franklin
Authorized Representative's Signature
OWNER
Title

C CHARLES FRANKLIN
Printed Name
6/25/14
Date

Subscribed and sworn before me this 25 day of June, 2014. I am commissioned as a notary public within the County of Jackson, State of MISSOURI, and my commission expires on _____.

Robert S. Halas
Signature of Notary

June 25, 2014
Date



ROBERT S. HALAS
My Commission Expires
March 4, 2016
Jackson County
Commission #12449588