

**Consulting Services Contract**

**THIS CONTRACT** (the "Contract") is made this 26<sup>th</sup> day of June 2014 (the "Effective Date"), by and between JACKSON COUNTY (the "County") and John Q. Ebert and Associates Consulting, LLC, an Ohio limited liability corporation licensed to do business in the state of Missouri (the "Consultant").

**RECITALS**

**WHEREAS**, the County has previously issued Request for Proposals RFP 45-14 (the "RFP") for Assessment Consulting Services to assist the Jackson County Assessment Department; and

**WHEREAS**, Consultant responded to the RFP and was found by the County to be qualified to assist the Jackson County Assessment Department.

**ARTICLE 1.**

**TERM and PERFORMANCE**

**1.1 Term.** The term of this Contract (the "Term") shall commence on the Effective Date and continue for twelve months (the "Expiration Date"); the Expiration Date may be extended as set forth herein ("Term" includes any extension of the Expiration Date under this Contract). In the event Consultant is, for any reason, unable to start the work described herein on the Effective Date, the Consultant shall immediately notify the County. The Term is subject to prior termination in accordance with Section 1.2 and Article 5, below. The Contract is subject to renewal at mutually agreed upon terms and fees.

**1.2 Satisfactory Performance of Duties.** Notwithstanding any other provision of this Contract, this Contract shall continue only for such time as the services rendered by Consultant are satisfactory to the County.

End of Article 1

**ARTICLE 2.**

**SCOPE of WORK**

**2.1 Generally.** Consultant acknowledges that the County desires and intends to establish best practices and budget efficiency in the performance of the Assessment Department in its pursuit of uniform and accurate property tax assessments.

**2.2 Scope of Work.** Consultant shall:

**2.2.1** Serve the County with an activity plan and timeline as prescribed by the County Assessor.

**FILED**  
JUN 26 2014  
MARY JO SPINO  
COUNTY CLERK

- 2.2.2 Provide expert assistance and advice to the County, as required in matters including databases optimization, valuations development, quality control, performance auditing, reporting and budget constraints
  - 2.2.3 Provide expert assistance and advice to the County, as required in matters relating to the County's existing SIGMA CAMA system including Cost Approach, Income Approach, Market Approach, building/maintaining Data Definition and Valuation Tables.
  - 2.2.4 Provide expert assistance and advice regarding the practical use of Mobile Assessor and Integrated Field Review (IFR).
  - 2.2.5 Provide expert assistance and advice regarding troubled/complex appraisals, data processing and technologies utilization, staff reorganizations, budgeting, and Board of Equalization procedures and operation.
  - 2.2.6 Provide expert assistance and advice regarding personal property valuation, reappraisals and interface with real property appraisal applications.
  - 2.2.7 Provide expert assistance and advice regarding court-jurisdiction reappraisal and property tax administration matters.
- 2.3 **Access to Information.** The County shall provide Consultant with any and all information as Consultant reasonably determines necessary to perform its work.
- 2.4 **Times of Performance.** To the extent that the performance of this Contract requires Consultant to be at the County's designated office, Consultant shall have access to same on any Business Day (as defined below). All other Project services required to be performed may be performed at such times determined to be appropriate by Consultant. Consultant shall devote the required time, ability and attention to the duties set forth herein in order to complete the Project pursuant to the terms of this Contract. For purposes of the Contract, "Business Day" means between the hours of 8:30 a.m. and 4:30 p.m. on any day the County's offices are not authorized or required to be closed for business; any reference herein to "day" or "days" rather than "Business Day" shall mean a calendar day.
- 2.5 **Subcontracting.** No portion of the Project may be subcontracted by Consultant absent the written consent of the County.
- 2.6 **Work Space.** At the commencement of this Contract, Consultant shall utilize furnished work space at a location designated by the County, and Consultant shall also be permitted to work off site.

End of Article 2

**ARTICLE 3.**  
**COMPENSATION & RETAINAGE**

- 3.1 Compensation.** In consideration of Consultant performing the Project as set forth herein, Consultant shall receive compensation under this Contract in accordance with this Article 3 in an amount not to exceed \$40,000.00 (the "Compensation").
- 3.2 Rate of Compensation.** Upon execution of this Contract, the County shall pay Consultant the sum of \$10,000.00 as an initial retainer against which Consultant shall bill. Thereafter, and for the remainder of the Contract, Consultant shall submit, on a monthly basis, detailed billings at the hourly rates specified in Consultant's Response to RFP 45-14. Once the initial retainer has been exhausted, the County shall pay Consultant's invoices promptly upon receipt.
- 3.3 Payment.** The County shall endeavor to pay any approved Invoice within 10 days of its approval.
- 3.4 Force Majeure.** In the event that the Project cannot be completed by the Termination Date due to a *Force Majeure Event*, as defined below, the Term shall be extended by the parties provided that: (a) Consultant notified the Project Manager of such *Force Majeure Event* within five (5) Business Days of the occurrence of same; and (b) the County concurs in the validity of such *Force Majeure Event* and the effect thereof on completion of the Project.

For purposes of this Contract, "Force Majeure Event" shall mean the occurrence of any of the following: acts of God; the confiscation or seizure by any Government Authority; insurrections; wars or war-like action (whether actual or threatened); national strikes; landslides, lightning, earthquakes, fires, hurricanes, storms, floods or other severe weather; explosions; civil disturbance or disobedience; riot, sabotage, terrorism or threats of sabotage or terrorism; change in law that prohibits or materially interferes with the Project; or other cause that is not within the reasonable control of the Consultant. Notwithstanding the foregoing, "Force Majeure Event" shall not include Consultant's inability to pay debts or other monetary obligations in a timely manner.

End of Article 3

**ARTICLE 4.**

**ADDITIONAL REPRESENTATION AND  
COVENANTS OF CONSULTANT**

- 4.1 Status of Consultant.** The relationship of Consultant to the County shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Contract. Consultant will be solely responsible for reporting, withholding and/or paying all employment related taxes, payments and/or withholdings, including, but not limited to federal, state and local income taxes, social security, Medicare, unemployment or disability insurance and Worker's Compensation Insurance.
- 4.2 Engaging in Other Employment and Contracts.**
- 4.2.1** In order to assure that there is no conflict of interest between the County's responsibilities regarding valuation of real property and Consultant, Consultant shall provide the County with a list of all parcels of real property within Jackson County, Missouri which he has any form of an ownership interest in and/or which he is presently performing any form of real property appraisal or other consulting services with respect thereto. Consultant shall, from time to time during the Term, provide the Project Manager with an updated list of such parcels.
- 4.2.2** During the Term, Consultant shall not directly or indirectly render any form of real estate appraisal or other consulting services or service of a business, commercial or professional nature with reference to any parcel of real property in Jackson County, Missouri not otherwise disclosed to the County under paragraph 4.2.1.
- 4.2.3** During the Term, Consultant shall not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is conflicting with the business of the County. During the Term, Consultant shall not, directly or indirectly, solicit for employment or employ any employee of the County for any reason, whether the employee is employed on the date of this Contract or at any time during the Term.
- 4.3 Prior Agreements.** Consultant represents that it has disclosed to the County any employment agreements and/or any other agreements, which impose any restrictions on Consultant. Consultant represents that it is under no obligation which in any manner may prohibit and/or restrict his authority to sign this Contract and/or to perform the work.

**4.4 Confidential Information.**

**4.4.1 County Information.** Consultant shall not, during the Term, directly or indirectly, use, disseminate or disclose to any person, firm or other business entity for any purpose whatsoever, any information related to the County's process or systems not generally known in the industry which was disclosed to or acquired by Consultant as a consequence of or through the performance of this Contract; including, without limitation, information regarding the County systems, database, processes and related matters; and also includes information relating to research, development, procedures and manuals.

**4.4.2 Third-Party Information.** Consultant represents that it has not disclosed and will not disclose any confidential and proprietary information belonging to a third party, without first obtaining the written consent from the third party and the County.

**4.5 Ownership of Data.** Consultant shall hold in a fiduciary capacity for the benefit of the County all information obtained by Consultant in performance of the Project which may be directly or indirectly related to the business of the County.

**4.5.1** All data collected in conjunction with the Project shall remain the property of the County and no use or copying of such data shall be made except in connection with this Contract without the written permission of the County.

**4.5.2** To protect the interests of the County, Consultant agrees that during or after the termination of this Contract, all documents, records, notebooks, computer files and similar repositories containing such information, including copies of such items then in Consultant's possession or work area, whether prepared by the County or others, are the property of the County and shall be returned to the County. All files, records, documents, drawings, specifications, equipment and similar items relating to the business of the County, whether prepared by Consultant or otherwise coming into his/her possession, shall remain the exclusive property of the County and shall not be removed from the County office under any circumstances without the prior written consent of the County.

**4.5.3** Consultant shall not at any time use any information, data, computers, computer generated data or any other form of information which he/she may have access to as a result of this contract for the purpose other than the performance of this Contract.

**4.6 Insurance.** Consultant shall provide evidence of automobile liability insurance with the County named as a co-insured or additional insured at the following levels:

Bodily Injury	\$250,000.00 per person, \$500,000.00 per accident
Property Damage	\$50,000.00 per accident, \$100,000.00 aggregate
Comprehensive	\$250,000.00 per person, \$500,000.00 per accident.

Consultant shall provide proof of such insurance upon execution of this Contract. Consultant shall provide an exact copy of such insurance policy or policies upon request of the Project Manager.

**4.7 Indemnification.** Consultant shall indemnify, defend and hold harmless the County from and against any and all Losses, in contract or in tort, arising, directly or indirectly, from, out of or in connection with: (a) any material breach of any representation or any warranty made by Consultant in this Contract or in any other certificate or document delivered by Consultant pursuant to this Contract; (b) the negligence of Consultant or any other person performing services in connection with the Project on behalf of Consultant; and (c) any breach by Consultant of any covenant or obligation of Consultant under this Contract.

End of Article 4

**ARTICLE 5.**  
**TERMINATION**

**5.1 Termination for Cause.** If Consultant willfully breaches or habitually neglects the duties required to be performed under this Contract, the County, at its sole discretion, may immediately terminate this Contract by giving written notice of termination to Consultant without prejudice as to any other remedy to which the County may be entitled either at law, in equity, or under this Contract.

**5.2 Termination for Convenience.** Either party, by thirty (30) days written notice to the other, may terminate this Contract at any time for any reason.

**5.3 Effect of Termination on Compensation.** In the event this Contract is terminated in accordance with this Article 5, Consultant shall be entitled to compensation earned for completion of any portion of the Project prior to the date of termination in accordance with Article 3. In such event, Consultant shall be entitled to no further compensation.

End of Article 5

**ARTICLE 6.**  
**GENERAL PROVISIONS**

- 6.1 Public Comment.** Consultant acknowledges that it has been expressly advised and agrees that the County or its designate is the official spokesperson for the County before the public and news media, and therefore any invitations to comment publicly regarding any matter which pertains to the work of the consultant or of other business of the County shall be declined and referred to the County or its designate.
- 6.2 Notices.** Any notice to be given under this Contract by either party to the other may be effected either by personal delivery in writing or by certified mail, postage prepaid, returned receipt requested. Notice delivered personally shall be deemed received upon actual receipt; notice sent by certified mail shall be deemed received on the date the return receipt is either signed or refused. Mailed notices shall be addressed to the parties at the addresses appearing below; either party may designate a different address upon written notice to the other party in accordance with this Section 6.2.

**To County:** Jackson County Assessment Department  
Ferd Niemann  
415 East 12<sup>th</sup> Street, First Floor Mezzanine  
Kansas City, Missouri 64106

**To Consultant:** John Q. Ebert and Associates Consulting  
Jerry Tripp, Managing Partner  
568 South Main Street  
Bluffton, Ohio 45817

- 6.3 Amendments.** This Contract may not be amended or supplemented except by a writing executed by the County and the Consultant.

**6.4 Laws Governing Contract/Forum.**

**6.4.1** This Contract shall be governed by and construed in accordance with the laws of the State of Missouri.

**6.4.2** This Contract is subject to all applicable County ordinances. Contractor shall comply with all County Ordinances as an integral part of this Contract. Any suit, action or proceeding brought under this Contract shall be in a state or federal court of competent jurisdiction located in Kansas City, Missouri, and the Parties agree to the exclusive jurisdiction and venue of such court to resolve same.

- 6.5 Attorneys' Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each party shall pay their own attorneys' fees and costs.
- 6.6 Expense Reimbursement.** There are no expenses for which Consultant will be reimbursed separate from the compensation set forth in this Agreement.
- 6.7 Entire Agreement.** This Contract, together with the County's RFP 45-14, and the Consultant's Response thereto, supersedes all other oral and written agreements between the parties and contains all of the covenants and agreements between the parties.
- 6.8 Electronic Signature.** The Parties agree to conduct this transaction by electronic means and agree that all documents requiring signatures by the County may be executed by electronic means, and that the electronic signatures affixed by the County to this Contract shall have the same legal effect as if that signature was manually affixed to a paper version of this Contract.

End of Article 6

*{Balance of page intentionally left blank; signature page follows.}*



IN WITNESS WHEREOF, the Parties have each caused their duly authorized representatives to execute this Contract as of the date set forth below.

JACKSON COUNTY, MISSOURI

MDS  
Michael D. Sanders, County Executive

Date: 6/26/2014

CONSULTANT

Jerry L. Tripp  
Jerry L. Tripp, Managing Partner  
John Q. Ebert and Associates Consulting

Date: 6/17/2014

Tax ID No. 46-3556112

APPROVED TO FORM

W. Stephen Nixon  
W. Stephen Nixon,  
Jackson County Counselor

ATTEST:

Mary Jo Spind  
Mary Jo Spind  
Clerk of the Legislature

Date: June 26, 2014

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 \$40,000.00 which is hereby authorized. Funding for future years is subject to annual appropriation.

June 25, 2014  
Date

[Signature]  
Director of Finance and Purchasing  
Account No. 045-4500-6080  
45002014008

J.S.