

10/21/15

Res. 18934

**CONSULTING SERVICE AGREEMENT**

**THIS AGREEMENT**, made and entered into on this 16<sup>th</sup> day of October, 2015, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County," and **DATA CLOUD SOLUTIONS, LLC**, 2 West Columbia Street, 220, Springfield, OH 45504, hereinafter called "Consultant."

**WITNESSETH:**

WHEREAS, by Resolution 18473, dated April 7, 2014, the Legislature did award a contract for the furnishing of a mobile assessor software package to Data Cloud Solutions of Springfield, OH, as a sole source purchase; and,

WHEREAS, the Assessment Department has a need for additional training and consultation services for its mobile assessor software; and,

WHEREAS, Consultant has unique expertise to be able to provide such services; and

WHEREAS, Consultant has agreed to perform this consulting work in accordance with the terms, conditions, and covenants as set forth in this Agreement, as authorized by Resolution 18934, dated September 21, 2015; and,

WHEREAS, Consultant 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, the County and Consultant respectively agree as follows:

1. Consultant shall provide specialized services related to the *CAMA Cloud: Mobile Assessor* program. Consultant shall provide training to the Assessment

<b>FILED</b>
OCT 16 2015
MARY JO SPINO COUNTY CLERK

Department staff to increase efficiency and productivity for field and clerical staffs, enable supervisors to generate a variety of specific reports, improve staff accountability and credibility, supplement existing processes, enhance sales verification procedures, and increase the accuracy of assessments.

2. The Director of Finance and Purchasing has determined that Consultant is the only supplier of the proprietary product, *CAMA Cloud: Mobile Assessor* and this purchase is therefore a sole source.

3. Consultant shall work as an independent contractor and not as an employee of the County. Consultant shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Consultant shall report all earnings received hereunder as his gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and shall operate his business independent of the business of the County, except as required by this Agreement.

4. County shall pay Consultant a total amount not to exceed \$15,000.00 under this Agreement. Consultant shall submit a monthly itemized invoice detailing the services rendered to the County for services under this Agreement and County shall pay Consultant promptly.

5. This Agreement shall be effective September 28, 2015, and shall continue through December 31, 2016, unless sooner terminated. Consultant or the County may terminate this Agreement for any reason by giving thirty (30) days' written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Consultant may be entitled to receive or be obligated to

perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by the Consultant to the County within ten (10) days of the termination of this Agreement. If the County cancels this Agreement prior to the completion of the engagement, Consultant shall be entitled to a fee based on a percentage of the work actually completed.

6. Consultant agrees, in addition to all other provisions herein, that Consultant shall not assign any portion or the whole of this Agreement without the prior written consent of the County.

7. Timely performance of all duties provided herein is of the essence of this Agreement.

8. Consultant agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and Consultant's failure to do so shall represent and constitute a breach of this Agreement. In such event, Consultant consents and agrees as follows:

(1) The County may without prior notice to Consultant immediately terminate this Agreement; and,

(2) The County shall be entitled to seek any available legal remedy and to collect from Consultant all costs incurred by the County as a result of said breach including reasonable attorney's fees, costs, and expenses.

9. 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.

10. Consultant 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 Agreement.

11. Pursuant to §285.530.1, RSMo, Consultant assures that it 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, Consultant shall sign an affidavit, attached hereto and incorporated herein as Exhibit A, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

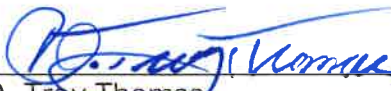
12. Consultant shall treat all information, not generally and publicly available, learned in the course of providing its consultation as confidential, and Consultant hereby agrees not to directly or indirectly disclose such confidential information to any third party. Consultant will use the Confidential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

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

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

JACKSON COUNTY, MISSOURI

DATA CLOUD SOLUTIONS, LLC

By   
Q. Troy Thomas  
Director of Finance and Purchasing

By   
Federal Tax ID: 27-3129783

APPROVED TO FORM:

ATTEST:

  
W. Stephen Nixon  
County Counselor

  
Mary Jo Spino  
Clerk of the Legislature

### 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 \$15,000.00 which is hereby authorized.

  
Date

  
Director of Finance and Purchasing  
Account No. 045-4500-56080

PC 45002015017

**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 **Data Cloud Solutions** 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, **Data Cloud Solutions**, 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  
President  
Title

Daniel T. Anderson  
Printed Name  
07-OCT-2015  
Date

Subscribed and sworn before me this 7 day of October, 2015. I am commissioned as a notary public within the County of Clark, State of OHIO, and my commission expires on 8/23/16.

  
Signature of Notary

10-7-15  
Date



TABBITHA D. CARTER  
Notary Public, State of Ohio  
My Comm. Expires 08-23-2016  
Recorded in Clark County