

RCF  
6/25/10

R. 17300

AGREEMENT

THIS AGREEMENT, made and entered into on the 25 day of June, 2010 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;

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

**FILED**  
JUN 25 2010  
MARY JO SPINO  
COUNTY CLERK

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.

9. This Agreement shall be effective May 24, 2010 and shall extend through May 24, 2012. 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. Either party may terminate this agreement for any cause or without cause upon giving the other party fifteen (15) days written notice.

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

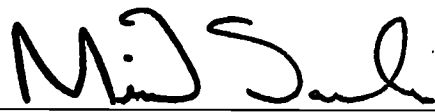
IN WITNESS WHEREOF, the parties hereto have signed and executed this

Agreement on the dates first written above.

APPROVED AS TO FORM:


JACKSON COUNTY, MISSOURI

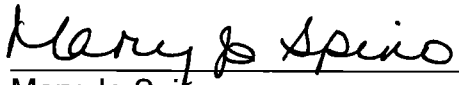
  
\_\_\_\_\_  
William G. Snyder  
Acting County Counselor

By   
\_\_\_\_\_  
Michael D. Sanders  
County Executive

C. CHARLES FRANKLIN

ATTEST:

  
\_\_\_\_\_  
C. CHARLES FRANKLIN  
499-62-0475  
\_\_\_\_\_  
Federal I.D. or Social Security No.

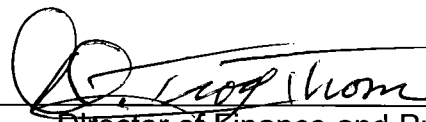
  
\_\_\_\_\_  
Mary Jo Spiho,  
Clerk of the Legislature

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 \$7,500.00 which is hereby authorized.

Funds available for future years are subject to appropriation in the then current budget.

June 27, 2010  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing  
Account No. 045-0301-56080  
03012010001