

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$167,628.00 within the 2018 Assessment Fund and authorizing the renewal of the Consulting Agreement with John Q. Ebert and Associates Consulting, LLC, of Bluffton, OH, for the furnishing of assessment consulting services at an additional cost to the County for 2018 not to exceed \$167,628.00.

RESOLUTION NO. 19759, March 5, 2018

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, by Resolution 19034, dated January 4, 2016, the Legislature did award a twelve-month consulting agreement with two twelve-month options to extend to John Q. Ebert and Associates of Bluffton, OH, for services related to the County's 2016 assessment program, at an annual cost to the County not to exceed \$360,000.00; and,

WHEREAS, BY Resolution 19356, dated January 23, 2017, the Legislature did authorize the execution of the first one-year renewal option under this agreement; and,

WHEREAS, the Assessment Department has an on-going need for the services of a highly-qualified, experienced consultant with mass appraisal experience to assist the County with the state-mandated 2018 assessment cycle, as well as other matters regarding the valuation of real property interests; and,

WHEREAS, the Administration recommends the renewal of this contract through September 30, 2019, at a cost to the County for 2018 not to exceed \$167,628.00; and,

WHEREAS, the attached Consulting Agreement is an appropriate mechanism setting out the rights and responsibilities of each party related to these services; and,

WHEREAS, the proposed contract provides the County an option to utilize the consultant's services for 2019, subject to the availability of additional funding; and,

WHEREAS, by Ordinance 5062, dated December 6, 2017, the Legislature did establish certain Reserve Accounts for certain budget lines within the 2018 County budget; and,

WHEREAS, certain funds appropriated in such a Reserve Account within the 2018 General Fund are needed to cover the cost of Assessment Consulting Service; and,

WHEREAS, there are numerous disputes between the County Executive and the Legislature regarding the validity of Ordinance 5062, relating to its construction and interpretation, and multiple related issues; and,

WHEREAS, the Chief Administrative Officer has recommended the adoption of this Resolution, without waiving any previous position taken in reliance upon the memorandum of the County Counselor dated December 22, 2017, regarding Ordinance 5062, and without waiving any position taken in reliance upon other legal memorandums provided by the Office of the County Counselor; and,

WHEREAS, the Legislature recognizes that funds identified as Reserve Funds in the

adopted 2018 budget within the General Fund are required to be designated for use by the Assessment Department; and,

WHEREAS, the Chief Administrative Officer has requested that the funds identified in this Resolution be made available for such use by the Assessment department within the 2018 budget; and,

WHEREAS the Legislature agrees that funds described in this Resolution should be made available for such use by posting to a certain budget line item in the Assessment Fund's non-departmental budget or otherwise for calendar year 2018 by the County's Finance and Purchasing Department; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer or equivalent documentation/identification, to accomplish posting of the funds in the County budget management system so that the funds are available for immediate use and expenditure within the 2018 budget, be and hereby is authorized:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Assessment Fund Reserve 045-8006	56835 – Reserve Operating	\$167,628	
Non-Departmental 045-4500	56790– Other Contractual Srvs		\$167,628

BE IT FURTHER RESOLVED that the County Executive be and hereby is authorized to execute for the County the attached Consulting Agreement with John Q. Ebert and Associates Consulting, LLC; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract.

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19759 of March 5, 2018, was duly passed on March 19, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 7

Nays 0

Abstaining 0

Absent 2

3-19-18
Date


Mary Jo Spino, Clerk of Legislature

Funds sufficient for the above-described transfer or equivalent documentation and/or identification to accomplish posting of the funds in the County's budget management system so that the funds are available for immediate use and expenditure are available in the source indicated below.

ACCOUNT NUMBER: 045 8006 56835
ACCOUNT TITLE: Assessment Fund
Reserve Operating
NOT TO EXCEED: \$167,628.00

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 045 4500 56790
ACCOUNT TITLE: Assessment Fund
Non-Departmental
Other Contractual Services
NOT TO EXCEED: \$167,628.00

Funds sufficient to meet future years' obligations are subject to appropriation in the then current Jackson County budget.

3/5/18
Date


Chief Administrative Officer

CONSULTING SERVICES AGREEMENT
(Second Renewal Term)

Res. 19759
Revised
March 19, 2018

THIS AGREEMENT, made and entered into on this ____ day of _____, 2018, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County," and **JOHN Q. EBERT AND ASSOCIATES CONSULTING**, 568 South Main Street, Bluffton, OH 45817, hereinafter called "Consultant".

W I T N E S S E T H:

WHEREAS, the Assessment Department continues to have need of consulting services to assist in the assessment annual maintenance functions, reassessment of Jackson County real property valuations through the 2019 reassessment process, including a countywide equalized reappraisal component, as well as valuation of real property interests; and,

WHEREAS, the Assessment Department requires assistance to accomplish a countywide reappraisal-based equalization of real estate values for the 2019 biennial reassessment; and

WHEREAS, Consultant has the expertise to provide such service; and

WHEREAS, Consultant has agreed to perform this consulting work in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, by Resolution No. 19034, dated January 4, 2016, County awarded a one-year contract to Consultant, with two one-year options to extend, and authorized the County Executive to execute the documents necessary to the accomplishment of the award; and

WHEREAS, said contract was extended for the first renewal term pursuant to Resolution 19356 by contract dated February 10, 2017; and

WHEREAS, by Resolution No. _____, County authorized the amendment of said contract to change the Second Renewal Term from one year to twenty-one months.

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Consultant respectively agree as follows:

1. Equalized Reassessment Work. Consultant shall provide specialized services relating to the County's assessment annual maintenance functions, and the equalized reassessment processes involved in the County's 2019 biennial real property reassessment, as is more specifically set out in Consultant's Equalized Reassessment Scope of Work, attached hereto as Exhibit A, and incorporated herein by reference (the "Equalized Reassessment Work").
2. Equalized Reappraisal Work. (a) Consultant shall provide specialized services relating to the County's appraisal-based equalization values of all real property within the County as part of the County's 2019 biennial reassessment, as is more specifically set out in Consultant's Equalized Reappraisal Scope of Work, attached hereto as Exhibit B, and incorporated herein by reference (the "Equalized Reappraisal Work").

(b-) Notwithstanding anything to the contrary contained herein, (i) Consultant acknowledges that the funding for the Equalized Reappraisal Work is subject to appropriation, (ii) Consultant will perform the Equalized Reappraisal Work only when

authorized in writing from the County's Chief Administrative Officer to do so ("Reappraisal Notice"), (iii) Consultant shall bill for Equalized Reassessment Work and Equalized Reappraisal Work separately, and (iv) if the Reappraisal Notice is not emailed to Consultant prior to June 1, 2018, or if Consultant emails to County within ten (10) days after such Reappraisal Notice a notice that Consultant declines the authorization contained in the Reappraisal Notice, subparagraphs 2(a), 2(b)(iii) and 4(a)(iii) hereof and Exhibit B hereof shall become null and void.

3. Consultant as an Independent Contractor. 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 its gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and shall operate its business independent of the business of the County, except as required by this Agreement.

4. Fees and Payments to Consultant. (a) During the Second Renewal Term of this Agreement, County shall pay Consultant

(i) a total fee for the Equalized Reassessment Work in the amount of \$120,000.00 for the first twelve months of the Second Renewal Term, payable in eight equal monthly payments of \$13,333.00 each for April through November and one monthly payment of \$13,336.00 for December 2018, and

(ii) subject to appropriation, a total fee for the Equalized Reassessment Work in the amount of \$90,000.00 for the last nine months of the Second Renewal Term, payable

in nine equal monthly payments of \$10,000.00 each, for the months of January through September 2019, and

(iii) subject to appropriation, a total fee for the Equalized Reappraisal Work in the amount of \$450,000.00 for the first twelve months of the Second Renewal Term, payable in six equal monthly payments of \$60,000.00 each for June through November 2018 and one monthly payment of \$90,000 for December 2018.

(b) Consultant shall invoice for services performed under this Agreement, and County shall make timely payment to Consultant in accordance with the payment schedule and subject to the conditions set forth above.

(c) Consultant shall bear all of the ordinary and necessary expenses of its work under this Agreement. In accordance with Paragraph 4 of the original Agreement, the parties agree that Consultant shall be paid the sum of \$47,628.00 as reimbursement for extraordinary expenses incurred by Consultant prior to this Second Renewal Term. Such payment shall be made within thirty (30) days after the full execution of this Agreement.

5. Reporting Authority. Throughout the term of this Agreement, Consultant shall report directly to the County's Chief Administrative Officer.

6. Second Renewal Term. The Second Renewal Term of this Agreement shall be effective January 1, 2018, and shall extend to September 30, 2019, unless sooner terminated.

7. Contract Termination. County may terminate this Agreement for any reason by giving thirty (30) days' written notice to Consultant. In the event of the death or incapacitation of Mr. John Q. Ebert, the County may terminate this Agreement by giving thirty (30) days'

written notice to Consultant. 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 performed or required to be performed 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.

8. Assignment. 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.

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

10. Breach. 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. Termination under this Paragraph shall be considered termination for cause under Paragraph 7. In such event, Consultant consents and agrees as follows:

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

(b) 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.

11. Durable Covenants. 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.

12. Emoluments. 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.

13. 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 C, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

14. Consultant shall treat all information, not generally and publicly available, learned in the course of providing the Equalized Reassessment Scope of Work (Exhibit A) or the Equalized Reappraisal Scope of Work (Exhibit B) 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 the Equalized Reassessment Scope of Work and Equalized Reappraisal Scope of Work 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.

14. 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

By _____
W. Stephen Nixon
County Counselor

By _____
Frank White, Jr.
County Executive

ATTEST:

JOHN Q. EBERT AND ASSOCIATES
CONSULTING

Mary Jo Spino
Clerk of the Legislature

Tax ID: 46-3556112

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 \$167,628.00 which is hereby authorized.

Funds sufficient to meet future years' obligations are subject to appropriation in the then current Jackson County budget.

Date
Account No. 045-4500-56080

Director of Finance and Purchasing

EQUALIZED REASSESSMENT SCOPE OF WORK

1.1 Generally. The Equalized Reassessment Work of the Consultant is to provide consulting services relating to the County's assessment annual maintenance functions, the reassessment processes involved in the County's 2019 countywide biennial real property reassessment, and the other work as described in section 2.1 below.

Regarding all performance and responsibility matters of this contract, the Consultant shall report directly to the County Chief Administrative Officer (the "CAO").

2.1 Scope of Work. Consultant shall:

2.1.1 Provide expert advice and consulting services to the County in performing appropriate functions required regarding the 2019 biennial reassessment of all classes of real property within Jackson County, including, without limitation, providing training and guidance to County employees and contractors in proper procedures for performing such reassessment functions.

2.1.2 Provide expert advice and training to County employees and contractors as required in matters of real estate databases optimization, valuations development, quality control, and performance monitoring.

2.1.3 Provide expert advice and training to County employees and contractors regarding the practical use of Mobile Assessor Desktop Review and Integrated Field Review applications.

2.1.4 Provide expert advice and training to County employees and contractors regarding troubled/complex appraisals, data processing and technologies utilization, Board of Equalization procedures and operations, and other matters involving valuation of real property interests.

2.1.5 Provide expert advice and consulting services to County employees in connection with the preparation of the 2020-2021 Maintenance Plan and preparation for the 2021 biennial reassessment.

2.1.7 Provide onsite services in Jackson County of at least an average of 2 Senior Consultant (John Q. Ebert or Tom Ebert) person days per month, or as otherwise may be reasonably required by the CAO during exceptional periods. No minimum or maximum number of offsite days is specified.

2.1.8 Provide monthly status reports to the CAO regarding the Equalized Reassessment Work, or as otherwise may be reasonably required by the CAO.

2.2 Expenses. Consultant shall bear all of the ordinary and necessary expenses of its work under this Agreement.

EQUALIZED REAPPRAISAL SCOPE OF WORK

1.1 **Generally.** The Equalized Reappraisal Work of the Consultant is to conduct and perform an equalized reappraisal of all real property parcels located within Jackson County as part of the County's 2019 real property reassessment as described in section 2.1 below.

Regarding all performance and responsibility matters of this contract, the Consultant shall report directly to the County Chief Administrative Officer (the "CAO").

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

2.1.1 Perform a reappraisal-based equalization of all real property valuations within the County, employing the County's computer assisted mass appraisal system (Sigma),

2.1.2 Provide expert advice and assistance to County employees in accessing and extracting such data for appropriate use in the 2019 reassessment, and

2.1.3 Provide expert advice and consulting to County employees and contractors in incorporating the equalized reappraisal data component of the 2019 reassessment in accordance with applicable state law, and with applicable Missouri State Tax Commission and IAAO standards.

2.1.4 Consultant's performance of the equalized reappraisal of commercial property shall be turn-key. Consultant's performance of the equalized reappraisal of residential property and agricultural property shall be turn-key except for the use of County Assessment Department staff, to the extent available, as may be reasonably necessary.

2.1.5 Provide monthly status reports to the CAO regarding the Reappraisal Work, or as otherwise may be reasonably required by the CAO.

2.1.6 Perform such building, correcting and updating of the County's countywide market data file ("Market Data File") and countywide property data file ("Property Data File") as may be necessary for the Equalized Reappraisal Work.

2.1.7 Develop the initial 2019 countywide reassessment values for all parcels no later than December 15, 2018 using the Market Data File and Property Data File as so built, corrected and updated, and using the County's new construction data.

2.1.8 Prepare and provide to the County no later than December 15, 2018 an Impact Analysis Report, reflecting the numerical effects of the initial 2019 countywide reassessment values by taxing district.

2.1.9 Update the initial 2019 countywide reassessment values no later than February 15, 2019.

2.1.10 Provide valuation support in informal reviews upon request of the CAO, and provide valuation support reports and present testimony as required by the

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 **John Q. Ebert and Associates Consulting** 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, **John Q. Ebert and Associates Consulting** 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

Printed Name

Title

Date

Subscribed and sworn before me this _____ day of _____, 2018. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date