## **LEGAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into on this 3<sup>n</sup> day of More , 2022, by and between JACKSON COUNTY, MISSOURI, by and through its County Counselor, hereinafter called "the County," and WILLIAM G. SNYDER, 2830 Brentwood Court, Independence, MO 64055, hereinafter called "Legal Counsel".

## WITNESSETH:

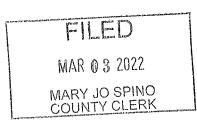
WHEREAS, the County Counselor has a need for specialized legal advice related to property tax collection, assessment, and related matters; and,

WHEREAS, Legal Counsel has the expertise to provide such services; and WHEREAS, Legal Counsel has agreed to perform legal work in accordance with the terms, conditions, and covenants as set forth in this Agreement; and.

WHEREAS, Legal Counsel 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, County and Legal Counsel respectively agree as follows:

- 1. **Professional Services**. Legal Counsel shall provide advice and assistance as requested by the County Counselor or his designee related to property tax collection, assessment, and other matters as needed.
- 2. <u>Independent Contractor</u>. Legal Counsel shall work as an independent contractor and not as an employee of the County. Legal Counsel shall be subject to the direction of the County Counselor only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Legal Counsel shall report all earnings received hereunder as its gross income, and be responsible for his 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. Legal Counsel is based in Independence, MO, with occasional contact with County staff and facilities located in Kansas City, MO.

- 3. <u>Standard of Care</u>. Legal Counsel warrants that he and his designated agent will perform the Services in accordance with the standards of care and diligence normally practiced by recognized professional legal firms in performing services of a similar nature in existence at the time of performance of the Services.
- 4. <u>Terms for Payment</u>. The County shall pay Legal Counsel for services rendered under this Agreement in a total amount not to exceed \$42,000.00, at the rate of \$3,500.00 per month. Legal Counsel shall provide the County a monthly invoice for his services.
- 5. **Expenses**. Legal Counsel shall bear all the expenses of his work under this Agreement. The County shall provide Legal Counsel with continued use of an assigned laptop computer, reasonable access to County shared records, files and IT systems, and continued use of a County provided cell phone, e-mail address, and ID card.
- 6. Employment of Unauthorized Aliens Prohibited. Pursuant to §285.530.1, RSMo, Legal Counsel 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, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Legal Counsel shall sign an affidavit, attached hereto and incorporated herein as Exhibit A, affirming that

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and costs.

- 11. **Severability**. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reason 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. <u>Conflict of Interest</u>. Legal Counsel 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 contract.
- 13. <u>Incorporation</u>. This Agreement incorporates the entire understanding and agreement of the parties.
- 14. <u>Term</u>. The term of this Agreement shall be from January 1, 2022, until December 31, 2022. Either party may cancel the Agreement at any time upon delivery of written notice to the other party.

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

WILLIAM G. SNYDER

JACKSON COUNTY, MISSOURI

Ву

Bryan O. Covinsky County Counselor

ATTEST:

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 Agreement is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$42,000.00 which is hereby authorized.

Chief Administrative Officer Director OR

Account No. 001-1101-56020 🥕

CT 110122002 MR

## **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 WILLIAM G. SNYDER, 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, WILLIAM G. SNYDER, 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.)

Millean S. Duden	WILLIAM G. SUYIER
Authorized Representative's Signature	Printed Name
LEGAL COUNSEL	25 FEB 2022
Title	Date
Subscribed and sworn before me this <u>d5</u> day of commissioned as a notary public within the Count <u>Missouri</u> , and my commission expires on _	Hebring, 2022. I am by of Jakson, State of april 17, 2023.

2/25/2022