## **AGREEMENT**

THIS AGREEMENT, made and entered into on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2012 by and between JACKSON COUNTY, MISSOURI, hereinafter referred to as the "County", and ABSTRACT APPRAISALS, hereinafter referred to as "Abstract," P. O. Box 24641, Kansas City, MO 64112.

WHEREAS, pursuant to section 9140., <u>Jackson County Code</u>, 1984, the Legislature may authorize a contract with one or more qualified experts to advise the Board of Equalization to assist with disputes between taxpayers and the County related to property appraisals; and,

WHEREAS, pursuant to section 9141., <u>Jackson County Code</u>, 1984, the Legislative Auditor prepared a request for proposals (RFP) and the Director of Finance and Purchasing solicited formal written bids on RFP No. 44-12 for licensed property advisors and this Agreement has been authorized by Resolution 17908, dated June 4, 2012; and,

WHEREAS, Fred Jones of Abstract Appraisals is a state certified residential appraiser; and,

WHEREAS, Fred Jones is a qualified real estate appraiser capable of rendering to the Legislature and BOE such services as above stated and hereinafter more particularly set out;

NOW, THEREFORE, the Legislature and Abstract agree as follows:

1. Abstract will advise and consult with the BOE concerning any real property assessments and valuations, and such other related matters as the BOE requests from

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MARY JO SPINO COUNTY CLERK

## time to time;

- 2. Abstract will report and confer with the County Auditor or Legislature concerning their advice, consultation, observations and other matters pertaining to the Board;
- Abstract will not appear before the BOE representing either a taxpayer or the Assessment Department;
- 4. Abstract will prepare a written expression of opinion and present it to the County 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. Abstract will account to the County Auditor for their time spent in providing services to the Legislature; and,
- 6. Abstract 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, Abstract shall obtain above-mentioned approval, make reports, follow directions and account to the Chairman of the Legislature.
- 8. The Legislature shall pay Abstract for its services at the rate of \$75.00 per hour, not to exceed \$7,500.00 annually for services rendered under this Agreement. This Agreement shall be effective for a twenty-four (24) period beginning July 1, 2012, and continuing through June 30, 2014. Upon the agreement of both parties, this Agreement may be extended for one additional twenty-four (24) period.
- 9. Abstract Appraisals shall schedule time so that either Fred Jones or the other BOE consultant is present at all meetings of the BOE hearing commercial property matters.
- 10. Either party may terminate this agreement for any cause or without cause upon giving the other party fifteen (15) days' written notice.

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

APPROVED AS TO FORM:

W. Stephen Nixon County Counselor

JACKSON COUNTY, MISSOURI

By

Michael D. Sanders County Executive

ATTEST:

Mary Jo Spino

Clerk of the Legislature

AB\$TRACT APPR

Federal I.D #: 43\2109407

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

Director of Finance and Purchasing

Account No. 045-0301-56080

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