

BILL NO.: 19-0337

ORDINANCE NO.: 19-

022D

INTRODUCED BY: COUNCIL MEMBER (s) Ferry

1 **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**
3 **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**
4 **PROPOSALS FOR LEGAL SERVICES – CIRCUIT CLERK 2019; AND**
5 **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**
6 **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**
7 **AWARD OF THE BIDS AND PROPOSALS.**

8 **WHEREAS**, Jefferson County, Missouri, (hereafter, the “County”) in response to
9 certain Invitations for Bids and Requests for Proposals issued by the County, received bids
10 and proposals for the following items or services:

11 BID NAME

12 Legal Services – Circuit Clerk 2019

13 NUMBER OF BIDS RECEIVED

14 2

15 DATE OF BID OPENING

16 12-18-2018

17 **WHEREAS**, after reviewing the bids and proposals set forth above, the Circuit
18 Clerk’s Office has determined that certain bids and proposals represent the best bid for the

FILED

MAR 27 2019

KEN WALLER
COUNTY CLERK, JEFFERSON COUNTY, MO

AMOUNT

Up to \$18,000.00 per term,

for total amount not to exceed \$18,000.00 for the term of one year,

subject to budgetary limitations and per the terms in Exhibit A hereto

~~AWARDED BIDDER~~

The Schnaare Law Firm, PC

The Jefferson County, Missouri, Council hereby authorizes the County Executive to execute the agreement attached hereto and incorporated herein by Reference as Exhibit “A” and any agreements or contracts necessary to effectuate the award of the bids and proposals set forth in this Ordinance. The County Executive is further authorized to take any and all actions necessary to carry out the intent of this Ordinance.

Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses thereto, and any contracts or agreements shall be maintained by the Department of the County Clerk consistent with the rules and procedures for the maintenance and retention of records as promulgated by the Secretary of State.

Section 4. This Ordinance shall be in full force and effect from and after its date of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	<u>yes</u>
Council Member District 2, Renee Reuter	<u>Abstain</u>
Council Member District 3, Phil Hendrickson	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Tracey Perry	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, James Terry	<u>yes</u>

THE ABOVE BILL ON THIS 25th DAY OF March, 2019:

✓ **PASSED** **FAILED**


Charles Groeteke, County Council Chair


Pat Schlette, Council Executive Assistant


THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,
MISSOURI, THIS 27th DAY OF MARCH, 2019.

THIS BILL WAS _____ VETOED AND RETURNED TO THE
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS
BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF MARCH,
2019.

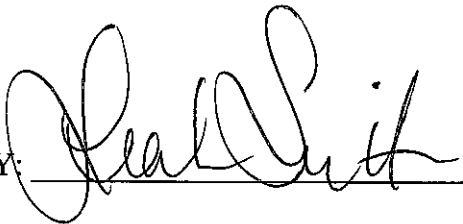


Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:



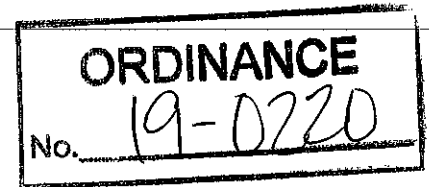
Ken Waller, County Clerk

BY: 

Reading Date: 03-25-2019

LEGAL NOTICE

**REQUEST FOR PROPOSAL
SEALED PROPOSAL**



For

LEGAL SERVICES – OFFICE OF THE CIRCUIT CLERK

For

**JEFFERSON COUNTY, MISSOURI GOVERNMENT
HILLSBORO, MO**

Jefferson County and specifically the Office of the Circuit Clerk for Jefferson County, Missouri, is seeking proposals for Legal Services for the Circuit Clerk Only. The County reserves the right to terminate the contract for any violation, by the successful vendor, of any term or condition of the contract by giving (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

PROPOSAL SPECIFICATIONS AND SCOPE

One (1) original signed and two (2) additional signed copies of the proposal must be received in a sealed envelope plainly marked **“Legal Services-Office of the Circuit Clerk”** with the date and time the proposal is due in the lower left corner of the envelope.

An authorized representative of the individual firm submitting the proposal must sign the proposal in blue ink.

Proposals must be submitted to:

Department of the County Clerk of Jefferson County, 729 Maple Street, Hillsboro, MO 63050 prior to December 18, 2018, 2:00 pm local time.

For this RFP, all proposals received by the County shall remain valid for ninety (90) days following the date of submittal. All proposals received in response to this RFP will become the property of the County.

Jefferson County reserves the right to accept and/ or reject any and all proposals.

PROPOSAL INQUIRIES

Inquiries regarding specifications contained in this request should be submitted in writing via E-mail (preferred) or mail to:

Vickie Pratt
Contracts and Grants Manager
Department of Administrative Services
729 Maple St.
P.O. Box 100
Hillsboro, MO 63050
636-797-6083
vpratt@jeffcomo.org

Michael Reuter
Circuit Clerk – 23rd Judicial Circuit Court
Office (636) 797-6480
mike.reuter@courts.mo.gov

All Questions must be received no later than 3:00 PM on 12/14/2018. Any question received after this deadline may not be answered.

ADDITIONAL TERMS AND REQUIREMENTS

- Jefferson County Reserves the right to reject any and all proposals or parts of a proposal and waive technicalities, and to adjust quantities.
- All proposals will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time the proposals are due.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Jefferson County and must be excluded.
- The initial contract shall be effective for the approximate (12) month period from the date of the notice of award.
- The electronic version of this RFP is available upon request. The document was entered into WORD for Microsoft Windows. The County does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of the RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- Vendors must submit three (3) signed copies of their proposals; one (1) is to be an original and so marked.
- All pages of the RFP must be initialed by an officer of the Company.
- An authorized officer of the company submitting the proposal must sign all proposals, in blue ink.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the proposal.
- Jefferson County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "Void" and will not be opened.
- The successful consultant is specifically denied the right of using in any form or medium the names of Jefferson County or any other public entity within the Jefferson County Government for public advertising unless express written permission is granted.
- All vendors must possess the necessary and appropriate business and/or professional licenses in their field.

- Award will be made to the low responsive, responsible consultant, or the consultant whose proposal is most advantageous to the County, price and other factors considered. When payments are to be made to the County, award will be made to the most advantageous offer.
-
- County reserves the right to accept any item or group of items offered, unless the consultant qualifies his proposal by specific limitations. The proposal can be on an “all or none” basis if wording in the proposal so states and if all items solicited are included in the proposal.
 - When applicable, the consultants shall provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.
-

PLEASE COMPLETE FORM AND RETURN TO CONTRACTS AND GRANTS. FAX 636-797-5067 OR EMAIL:

vpratt@jeffcomo.org, msauer@jeffcomo.org, and Purchasing@jeffcomo.org

Call with any questions: 636-797-5380

CHECK ONE OPTION

<input checked="" type="checkbox"/> AWARD <input type="checkbox"/> REJECT <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> RENEW			
If no Bid or Bids have not been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.			
DATE	12/19/2018	DEPARTMENT	Circuit Clerks Office
CONTACT NAME	Mike Reuter	PHONE NUMBER	(636) 797-6480
BID NAME	Legal Services	BID OPENING DATE	
TIME SENSITIVE	If yes, explain:		
AWARD BID REJECT BID CHANGE ORDER ____ (give detailed information)	Award Bid to Schnaare Law Firm, The lowest and best bid.		
ANNUAL EXPENDITURE	18,000.00		
ACCOUNT STRING(S) TO CHARGE			
TERM OF CONTRACT	One year with a One year renew		
CONTRACT NAME	Legal Services		
COMMENTS (give detailed information and attach any documentation if needed)			

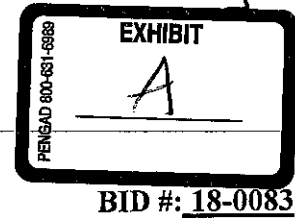
Director/Elected Official Signature:

[Signature]

Date: 12-19-18



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
 729 MAPLE ST / PO BOX 100
 HILLSBORO MO 63050
 WWW.JEFFCOMO.ORG



Request for Proposal: LEGAL SERVICES – CIRCUIT CLERK 2019 Date Issued: 11-16-2018

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, DECEMBER 18, 2018, AT 2:00 P.M. LOCAL TIME.

Specification

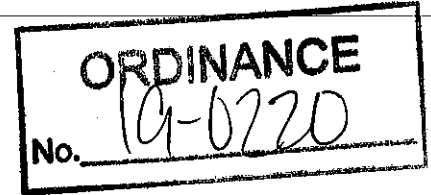
Contact:

MIKE REUTER
 Jefferson County, Missouri, Circuit Clerk
 636-797-6480
 mike.reuter@courts.mo.gov

Contract

Contact:

VICKIE PRATT
 Department of Administrative Services
 636-797-5380



**Mail (3) Three
 Complete Copies
 With Vendor And
 Proposal
 Information As
 Shown In Sample:**

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

**DEPARTMENT OF THE COUNTY CLERK
 JEFFERSON COUNTY MISSOURI
 729 MAPLE ST / PO BOX 100
 HILLSBORO MO 63050-0100**

SEALED PROPOSAL: (PROPOSAL NAME)

Contract Term:

**ONE YEAR CONTRACT
 WITH A ONE YEAR
 RENEWAL OPTION
 UPON APPROVAL OF THE
 COUNTY COUNCIL AND
 COUNTY EXECUTIVE**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
 Information:**

The Schnaare Law Firm, P.C.

Stanley D. Schnaare

Company Name

321 Main St. PO Box 440

Authorized Agent (Print)

[Signature]

Address

Hillsboro, MO 63050

Signature

President

City/State/Zip Code

636-789-3355

Title

December 17, 2018 43-1458345

Telephone #

schnaarelaw@sbcglobal.net

Date

636-789-3354

Tax ID #

E-mail

Fax #

[Signature]

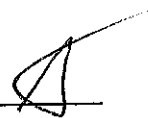
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REQUIRED DOCUMENTS

1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
(County must be added as additional insured if awarded)
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
Obtain receipts at <http://jeffersonmo.devnetwedge.com>
- Or
- 2b. A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.
3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).
4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).
5. Cooperative Bid Form (last page)
6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.
7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)

***BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**



PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

"BIDDER'S INITIALS: _____"

A. PROPOSAL SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

C. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

F. BID DEPOSITS/BONDS:

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

G. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.



H. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. ~~Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form.~~ The County may accept or reject alternate proposals; whatever is most advantageous to the County.

I. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

J. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

K. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. ~~All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation.~~ Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. ☒ Required ☐ Not Required Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. ☒ Required ☐ Not Required Professional Liability Insurance

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

**C. ☒ Required ☐ Not Required Worker's Compensation Insurance:
per Missouri Revised Statutes Chapter 287**

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

L. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

M. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcomo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

G. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.



H. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will ~~accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any~~ warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and ~~to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and~~ sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

~~Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.~~

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. ~~If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.~~



2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.

3. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

4. Default: County may terminate the whole Contract or any part in either of the following circumstances:

- a. If supplier fails to deliver the items required by the contract within the time specified; or
- b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
- c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.

Incorporated in the State of Missouri

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION
CONTACT

MIKE REUTER – CIRCUIT CLERK – 636-797-6480

VICKIE PRATT – CONTRACTS AND GRANTS MANAGER 636-797-5380

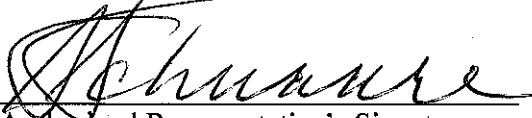


AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Stanley D. Schnaare (Name of Business Entity Authorized Representative) as
President (Position/Title) first being duly sworn on my oath, affirm
The Schnaare Law Firm, PC (Business Entity Name) is enrolled and will continue to participate in the
E-Verify federal work authorization program with respect to employees hired after enrollment in the program
~~who are proposed to work in connection with the services related to~~ Legal Services - Circuit Clerk/Bid - 18-0083
(Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor,
if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that
The Schnaare Law Firm, PC (Business Entity Name) does not and will not knowingly employ a person
who is an unauthorized alien in connection with the contracted services related to
Legal Services - Circuit Clerk/Bid - 18-0083 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of
the grant, subgrant, contract, or subcontract, if awarded.

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 Stanley D. Schnaare
Printed Name

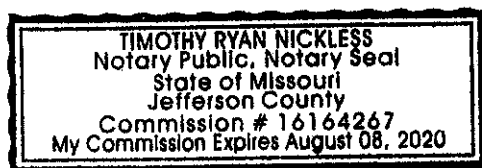
President December 17, 2018
Title Date

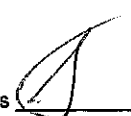
Subscribed and sworn to before me this 17 of December 2018. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Jefferson, State of
(NAME OF COUNTY)

Missouri, and my commission expires on August 8, 2020.
(NAME OF STATE) (DATE)


Signature of Notary 12/17/18
Date





AFFIDAVIT OF WORK AUTHORIZATION

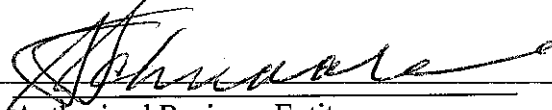
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that The Schnaare Law Firm, PC (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Stanley D. Schnaare

Authorized Business Entity
Representative's Name
(Please Print)



Authorized Business Entity
Representative's Signature

The Schnaare Law Firm, PC

Business Entity Name

December 17, 2018

Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☒ Enroll and participate in the E-Verify federal work authorization program
(Website: <http://www.dhs.gov/e-verify>;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).



LEGAL NOTICE

**REQUEST FOR PROPOSAL
SEALED PROPOSAL**

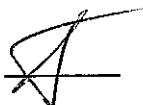
For

LEGAL SERVICES – OFFICE OF THE CIRCUIT CLERK

For

**JEFFERSON COUNTY, MISSOURI GOVERNMENT
HILLSBORO, MO**

Jefferson County and specifically the Office of the Circuit Clerk for Jefferson County, Missouri, is seeking proposals for Legal Services for the Circuit Clerk Only. The County reserves the right to terminate the contract for any violation, by the successful vendor, of any term or condition of the contract by giving (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.



PROPOSAL SPECIFICATIONS AND SCOPE

One (1) original signed and two (2) additional signed copies of the proposal must be received in a sealed envelope plainly marked "Legal Services-Office of the Circuit Clerk" with the date and time the proposal is due in the lower left corner of the envelope.

An authorized representative of the individual firm submitting the proposal must sign the proposal in blue ink.

Proposals must be submitted to:

Department of the County Clerk of Jefferson County, 729 Maple Street, Hillsboro, MO 63050 prior to December 18, 2018, 2:00 pm local time.

For this RFP, all proposals received by the County shall remain valid for ninety (90) days following the date of submittal. All proposals received in response to this RFP will become the property of the County.

Jefferson County reserves the right to accept and/or reject any and all proposals.

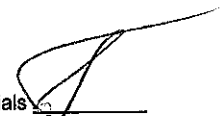
PROPOSAL INQUIRIES

Inquiries regarding specifications contained in this request should be submitted in writing via E-mail (preferred) or mail to:

Vickie Pratt
Contracts and Grants Manager
Department of Administrative Services
729 Maple St.
P.O. Box 100
Hillsboro, MO 63050
636-797-6083
vpratt@jeffcomo.org

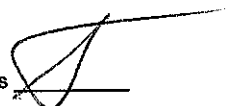
Michael Reuter
Circuit Clerk – 23rd Judicial Circuit Court
Office (636) 797-6480
mike.reuter@courts.mo.gov

All Questions must be received no later than 3:00 PM on 12/14/2018. Any question received after this deadline may not be answered.



ADDITIONAL TERMS AND REQUIREMENTS

- Jefferson County Reserves the right to reject any and all proposals or parts of a proposal and waive technicalities, and to adjust quantities.
- All proposals will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time the proposals are due.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Jefferson County and must be excluded.
- The initial contract shall be effective for the approximate (12) month period from the date of the notice of award.
- The electronic version of this RFP is available upon request. The document was entered into WORD for Microsoft Windows. The County does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of the RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- Vendors must submit three (3) signed copies of their proposals; one (1) is to be an original and so marked.
- All pages of the RFP must be initialed by an officer of the Company.
- An authorized officer of the company submitting the proposal must sign all proposals, in blue ink.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the proposal.
- Jefferson County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "Void" and will not be opened.
- The successful consultant is specifically denied the right of using in any form or medium the names of Jefferson County or any other public entity within the Jefferson County Government for public advertising unless express written permission is granted.
- All vendors must possess the necessary and appropriate business and/or professional licenses in their field.



- Award will be made to the low responsive, responsible consultant, or the consultant whose proposal is most advantageous to the County, price and other factors considered. When payments are to be made to the County, award will be made to the most advantageous offer.
- County reserves the right to accept any item or group of items offered, unless the consultant qualifies his proposal by specific limitations. The proposal can be on an "all or none" basis if wording in the proposal so states and if all items solicited are included in the proposal.
- When applicable, the consultants shall provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

A handwritten signature in black ink, consisting of a stylized, cursive letter 'S' or 'J' followed by a horizontal line.

PROPOSAL TERMS AND CONDITIONS

1. PROPOSAL TERMS AND CONDITIONS: The following terms and conditions apply to submitting proposals in response to the Request for Proposal:

- 1.1 **Independent Firm:** The Attorney Firm shall be and operate as an independent Firm in the performance of this Agreement. The Firm shall have complete charge of the personnel engaged in the performance of the service and all persons employed by the Firm shall be employees of said Firm and not employees of the County in any respect.
- 1.2 **Incurred Expenses:** The County and the Circuit Clerk is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in the request for Proposals.
- 1.3 **Interviews:** The County and the Circuit Clerk reserve the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The County will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)
- 1.4 **Proposer's Certification:** By submitting a proposal, the proposer certifies that he has fully read and understands the proposal method and has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the County has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to County of Jefferson employees or their family members.
- 1.5 **Information required to be submitted by Offeror:** Each Vendor shall submit the information outlined in the Proposal Requirements, Proposal Form and Contract, and the Specifications and Scope of Work Sections in order for its proposal to be adequately evaluated and considered.

SCOPE OF SERVICES

- 1 The County of Jefferson, Missouri (the "County") and specifically the Office of the Circuit Clerk is seeking the services of an experienced professional qualified firm or individual capable of providing certain legal services to the Circuit Clerk of Jefferson County. Said firm or individual shall at all times remain a contractor to the County, but must, at certain times, work in consultation with the Office of the County Counselor and keep said Office of the County Counselor apprised of all activities performed under this Agreement, if requested.

Definition: "Attorney"

The professional services will include, but not be limited to: Representing the best interests of the Circuit Clerk of Jefferson County as determined by the Circuit Clerk in regards to certain legal issues that may arise daily in the Office of the Circuit Clerk.

2 GENERAL INFORMATION

This Request for Proposal (RFP) has been issued for the sole purpose of establishing a one (1) year contract with a firm capable of providing legal services with an option to renew on an as needed basis every year thereafter. However, this contract will not automatically renew and must be reviewed and renewed, if at all, by agreement of the Circuit Clerk, the County Counselor and as Ordained by the County Council.

All proposers must certify that personnel performing services for the County shall be properly licensed with the State of Missouri and in good standing with the Missouri Supreme Court. A Letter of Good Standing from the Missouri Supreme Court must be provided with this contract and on a yearly basis. Furthermore, the Attorney or firm herein shall further comply with all applicable Federal, State, City and Local laws which govern conflict of interests, financial reporting or other similar requirements. Without limiting the foregoing, the successful vendor shall file in a complete and timely manner registrations and reports required by Missouri conflict of interest laws, if applicable.

The Proposer will perform all services hereunder as an independent contractor and **not** as an employee of the County. The successful vendor shall supply their own office equipment, materials, etc., as needed, and shall have sole responsibility for determining the manner in which they perform services hereunder. The County understands and agrees that the successful vendor shall not be subject to supervision by County in the performance of such services, but the vendor agrees that the attorney or representative from the firm selected will, at all times, keep the Circuit Clerk and the County Counselor apprised of all activities being performed under the terms of this Agreement, if requested. The County shall not set work schedules, nor shall the Attorney or Attorneys Firm be eligible for coverage under any County benefit plan as a result of this agreement.



The professional legal services provided to the Circuit Clerk and Office of the Circuit Clerk will include, but not be limited to:

- 2.1 Participate in daily face to face contact with the Circuit Clerk on many varied issues about employment, procedures, statute interpretation and meet with and give opinions on legal issues as they arise on a daily basis.
- 2.2 Prepare for and attend monthly *En Banc* sessions with the Circuit Court Judges and Associate Circuit Court Judges – minimum of 1.5 hours per month advising the Court on issues that affect the working relationship with the Circuit Clerk and said judges.
- 2.3 Handle litigation not covered by the Missouri Attorney General's Office - such as employment appeals to the Circuit Court of Cole County, Missouri.
- 2.4 Answer on a daily basis Circuit Clerk's procedural questions and respond to emails and inquiries as they arise.
- 2.5 Conduct advisory services for employment grievance and discipline actions.
- 2.6 Attend Circuit Court Budget Committee meetings in Jefferson City when the Circuit Clerk is asked to attend.
- 2.7 Perform legal research with internet research tools to verify opinions and to answer questions of the Circuit Clerk.
- 2.8 Grant "walk-in" status for the Circuit Clerk – for example if the Clerk has an immediate issue which requires attention, then the responsive firm or its attorney or attorneys will be made immediately available to the Clerk for the Clerk to discuss said issues. Additionally, if so requested by the Clerk the responsive firm, or its attorney or attorneys will attend to the same immediately and in the office of the Clerk.
- 2.9 Review, research and give legal advice on Court Operating "Rule 7" relating to the conduct of the Office of the Circuit Clerk, its procedures and its employees on employment classification, grievance, discipline and retention.
- 2.10 Review all policies and procedures and be able to, through sound and ethical advice, minimize liability to the greatest extent possible to aid the Circuit Clerk as said clerk may require.
- 2.11 Demonstrate experience representing government agencies, offices, office-holders, elected officials, appointed officials and be willing to actively update educational or training opportunities to aid in the same.

PROPOSER'S QUALIFICATIONS

- 2.12 All proposers must be primarily engaged in providing legal services as outlined in the Scope of Services.
- 2.13 All proposers must have a demonstrated comprehensive understanding in areas listed in this proposal. Understanding and previous experience is a very essential criterion in the qualifying process.
- 2.14 The proposer's personnel and management to be utilized in this service requirement shall be knowledgeable in the general law and the unique representation of law enforcement agencies. The County or the Circuit Clerk reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.

3 SUBMISSION OF PROPOSALS

- 3.1 Qualified individuals, or firms, interested in providing the services described are required to submit a complete Proposal for consideration. The Proposal shall address the items listed within this Request for Proposal. Failure to provide all requested items might be sufficient cause for non-acceptance of the Proposal and/or subtraction of points in the area(s) where required information is missing.
- 3.2 The proposer may provide information in addition to the information requested; however, the additional information shall be placed at the end of the proposer's submittal in a section separated from the remainder of the proposal.

4 REQUIRED SUBMITTALS

- 4.1 Proposer shall include a resume of each Attorney under the terms of this Agreement, a description of the proposers business history and number of years in operation. Include the name, telephone number an email address of the contact person(s) with the authority to respond to questions.
- 4.2 Provide a narrative describing the role of and introducing each key individual in your firm's organization that will be assigned to the County. Include resumes for all individuals assigned to the County. Provide an organizational chart showing functional relationships between the proposer individuals assigned to the County and the County. Show the lines of communication, authority and assigned responsibility.
- 4.3 Proposer shall provide information, which documents successful results on legal cases, especially those assignments related to the requirement s of this Request for Proposal. Related project experience shall be



restricted to those assignments undertaken within the last five (5) years. Include references for at least five (5) recent contracts with public entities which provide the best indication of your firm's ability to undertake successful legal services for the Circuit Clerk, including contact names, titles, telephone numbers, email, fax and mailing addresses.

- 4.4 Provide the specific location from which the firm(s) will undertake the legal services. If the office is not located in Jefferson County, then indicate how the firm will assure on-going access and responsiveness throughout the contract as set forth above.
- 4.5 Show evidence of the firm's ability to manage projects simultaneously and expeditiously; approach to problem/task resolution; and methodology/data gathering techniques and procedures; and teamwork.
- 4.6 Cost Proposal within the budgetary guidelines set forth above.

5 SUPPLEMENTAL INFORMATION

- 5.1 Provide a statement of litigation that firm or staff of firm is currently involved in, or has been involved in over the past five (5) years.
- 5.2 Proposers Qualification Form,
- 5.3 Insurance Requirements Certification.
- 5.4 Proposers Checklist.
- 5.5 Proposer Declaration Statement.
- 5.6 Conflict of Interest Form.

6 EVALUATION OF PROPOSALS AND REQUIRED SUBMITTALS

- 6.1 The County may deem a proposal nonresponsive when critical information is lacking, or the submission represents a major deviation from the requirements of this RFP. Minor omissions or informalities may be waived at the sole discretion of the County. The County also reserves the right to reject any and all proposals, make no award or multiple awards as result of this solicitation. Responsive proposals will be evaluated in the following manner.
- 6.2 An evaluation committee will review and rank all proposals individually on their technical merits and according to the criteria established in this RFP. The committee may contact respondents if any clarification is needed on the proposal. The evaluation committee shall be comprised of at least: The Jefferson County Circuit Clerk, County Counselor and the Contracts and Grants Manager.
- 6.3 The firm that provides the County with the most reliable and cost effective services based on the established evaluation criteria will be recommended to the Circuit Clerk and ultimately the County Council for approval.
- 6.4 All proposals will be reviewed independently by the selection committee and ranked on the basis if the criteria below.

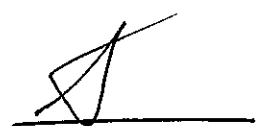
GRADING CRITERIA	POINTS
Firm's Credentials	20
Qualifications and previous Legal Services	20
Documented Results on Similar Jobs as Verified by References	30
Firm's capacity to effectively meet scope	10
Responsiveness to RFP	10
Cost Proposal	10

7. CONFLICT OF INTEREST

- 7.1 The Attorney and/or firm agrees that during its representation of the Circuit Clerk Office said attorney or firm, including any attorney with said firm, shall not undertake any action against the County or any of its departments, divisions, employees or agents in a representative capacity and shall not appear in opposition to any County action in any court or before any board, commission, or other tribunal. Any such representation or appearance will be deemed an automatic conflict, and be deemed a material breach of this agreement, and the agreement will be subject to immediate termination.

8. COMPENSATION

- 8.1 The vendor shall provide a not-to-exceed annual fee for the services described herein. Any increases for subsequent renewal periods must be reflected in the cost proposal. The contractor must receive approval from County prior to performing any services outside of the Scope of Services in order to receive payment for the services.



REVIEW AND SELECTION CRITERIA

All proposals submitted before deadline will be reviewed to determine compliance with the requirements of the RFP. Primary factors in the evaluation include, but will not necessarily be limited to:

1. Demonstrated understanding of the scope of work as set forth in the RFP including Consultant's strategy for carrying out the needed work tasks to meet the goals.
2. ~~Firm and staff's demonstrated qualifications and expertise regarding relevant experience with municipal clients.~~
3. The firm's present workload and demonstrated capacity to provide services in a professional manner and within approved timeline.
4. The firm's past record of performance, if any, with respect to quality of work and ability to deliver on goals, timelines and budget.
5. The quality, conciseness and completeness of the proposal.
6. Project timeline.
7. Proposed fees.

Proposals will be evaluated based on criteria outlined in the RFP, interviews, and reference checks. An agreement will be negotiated with the Consultant whose qualifications would be most advantageous to the county, all factors considered. If an agreement cannot be reached with the top ranked Consultant, the county will then negotiate with the second ranked consultant.

ESTIMATED SCHEDULE

The schedule is as follows:

County releases RFP	November 23, 2018
Responses due	December 18, 2018
Consultant Interviews (begin)	TBD (To Be Determined)
Contract awarded	TBD
Project start date, no later than	TBD
Draft Study due, no later than	TBD
Final Report due	TBD
Acceptance of Final Report	TBD



EXCEPTION SHEET


If the item(s) and/or service(s) proposed in the response to this proposal is in any way different from that contained in this proposal, the proposer is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the proposer's offer is in total compliance with all aspects of the proposal.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

A handwritten signature, possibly reading 'A', is written in the bottom right corner of the page.

The terms of the Bid and Contract shall include, as agreed to by the parties and shall supersede any "exceptions" as written in the bid as follows:

1. The term of this Contract will be for one (1) year only. There will be **no** renewal option of this particular contract. The County will re-bid this Contract at the in the 4th Quarter of 2019 for 2020.
2. The scope of this Contract will be for a flat Eighteen Thousand Dollars (**\$18,000**). If the attorney or his client desires to take any matter up to the Court of Appeals and/or the Missouri Supreme Court, the County will not be responsible for those costs. The same will hold for costs and expenses. Costs and expenses are outside the scope of the Contract and the aforementioned Eighteen Thousand Dollars (**\$18,000**) per year. The parties acknowledge that no further funds have been budgeted, nor will it be expended by the County absent further ordaining authority. The "Exceptions" and conditions herein notwithstanding, Section 8.1 of the Bid/Contract states that the Vendor shall provide a not-to-exceed fee for the services described therein.
3. Specifically, as to the Exceptions, the parties have agreed as follows:
 - a. Jefferson County, Missouri, will waive the conflict of interest portions as they relate to Traffic Violations, Tax Sale Overage cases, Tax Equalization actions, Quiet Title Suits, Criminal Expungements, and Representation in Juvenile Matters. The County will further waive the conflict of interest as it relates to zoning issues and appeals from zoning hearings. However, this waiver, as it relates to zoning issues and appeals, will not apply to any existing zoning cases that are currently pending before the County or that are currently pending in any manner before the Circuit Court or Court of Appeals. To clarify, if the Schnaare Law Firm or any of its Attorneys has not made an entry of appearance by January 1, 2019, in a zoning case, then the Schnaare Law Firm or its Attorneys will not be allowed, under the terms of the Contract, to represent that party as and against the County either before a County Board or Commission or the Circuit/Appels Courts. This provision shall apply to zoning matters and any associated claims arising from a zoning issue. This shall not prohibit the Schnaare Law Firm from assisting in the filling of forms or applications, only representation before a County Board, Commission, or Circuit/Appels Courts. The Schnaare Law Firm or Attorneys are free to continue the traffic violations practice unrestricted. To do otherwise on those zoning issues will be considered a breach of the contract by the County.
 - b. The liability rider provided by the Schnaare Law Firm is adequate and satisfies the County requirements.
 - c. This Contract shall be for Eighteen Thousand Dollars (**\$18,000**) all-inclusive as set forth above. The County will not be responsible for any appeals and/or costs. You may bill the County in increments of \$1,500.00 per month for 12 months. The County will not be responsible for anything, whatsoever, above the Eighteen Thousand Dollars (**\$18,000**) without Council authority.



d. The County will authorize the January and February payments for services rendered if approved by the Circuit Clerk for work performed.

e. The Schnaare Law Firm or its Attorneys may employ subcontractors and they will be answerable to the Firm, but at the Firm's cost or that of the Firm's client. These costs are not part of the Contract and have not been budgeted, nor will they be considered.

f. ~~Operations of The Schnaare Law Firm shall be at 321 Main Street, Hillsboro, MO 63050.~~

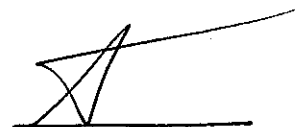
g. Again, this Contract is for a flat Eighteen Thousand Dollars (\$18,000) all-inclusive as set forth above. The County will not be responsible for any appeals and/or costs. You may bill the County in increments of \$1,500.00 per month for 12 months for the \$ Eighteen Thousand Dollars (\$18,000) total as approved by the Circuit Clerk.

h. All other Attachments to the Bid are in order, other than the items discussed above.

i. Payments to occur within 30 days of invoice. If these new terms are agreed to and finally passed, we will initiate the January and February payments as soon as possible if approved by the Circuit Clerk.


For the Schnaare Law Firm


For Jefferson County, Missouri



PRICING PAGE
LEGAL SERVICES
PROPOSAL DUE DATE: DECEMBER 18, 2018 2:00 PM

Funding limitations may require Jefferson County Government to perform part of the work outlined in the SCOPE OF SERVICES. An estimated break-down of the cost for each of the components of the scope is requested.

FEE PROPOSAL

TASKS

Hourly Rate or Flat Monthly Rate

Indicate ____ Hourly ☒ Monthly

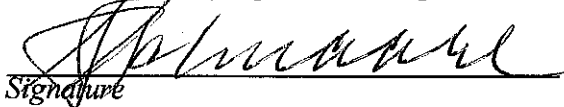
\$ 1,500.00

TOTAL

\$ 18,000.00

AUTHORIZED SIGNATURE

Must be signed by a person having the authority to contractually bind the business.

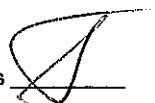

Signature

12/17/18
Date

Stanley D. Schnaare

Print Name and Title

President



In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of December 2018:

The Schnaare Law Firm, PC

County of Jefferson, State of Missouri

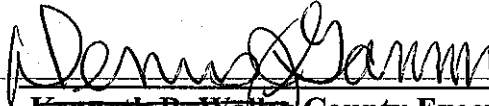
Company Name



Signature

Stanley D. Schnaare

Print



~~Kenneth B. Waller~~ County Executive

Dennis Gannon

Company Address: 321 Main St

PO Box 440

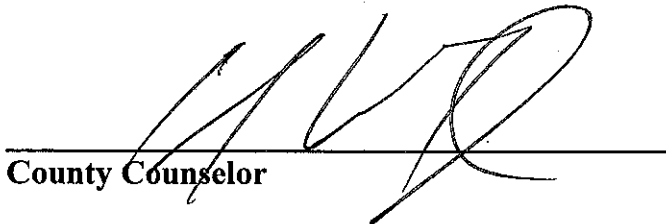
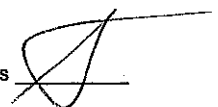
Hillsboro, MO 63050

Phone: 636-789-3355

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.


County Auditor

APPROVED AS TO FORM


County Counselor

COOPERATIVE BID FORM

Bid Name: Legal Services - Circuit Clerk/Bid - 18-0083

INSTRUCTIONS: Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes X No

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to
Municipalities and any other tax-supported entities.**

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

MINIMUM DOLLAR VALUE PER ORDER: \$ 1,500.00/month

BY: Stanley D. Schnaare

TITLE: President

COMPANY: The Schnaare Law Firm, PC

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 636-789-3355 E-mail schnaarelaw@sbcglobal.net

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO
JEFFERSON COUNTY, MISSOURI**



Lawyers' Professional Liability Insurance DECLARATIONS

Policy Number: 0006045 -- 2018 (LPL-MO-FUL) Subproducer: The Bar Plan Mutual Insurance Co.

Item 1. Policyholder:

Schnaare Law Firm, PC, The
321 Main Street
Hillsboro, MO 63050

Item 2. Policy

Effective: 10/29/2018

Expiration: 10/29/2019

Period:

12:01 a.m. Standard Time at the address of the name insured as stated herein.

Item 3. The Insurance is afforded under the terms and conditions of the forms attached:

Schedule of Coverage

<u>Coverage</u>	<u>Limits of Liability</u>	<u>Premium</u>
Professional Liability	\$500,000 Each Claim \$1,500,000 Aggregate \$5,000 Deductible	\$5,901.00

Endorsements to this policy: TBP-02

MO-100 TBP-08 TBP-09 TBP-145 TBP-150 MO-50

Item 4. The following lawyers are named as individual Insureds:

Policyholder: Schnaare Law Firm, PC, The

TIMOTHY R NICKLESS

STANLEY D SCHNAARE

Countersigned By:

Date: 11/08/2018

S0005AZCA76 Fire Policy Status Agt:3800 Page 1+
Household key: (SCHNAARE&DORSET 44063050) B Ph. (314)650-6659
SCHNAARE & DORSETT, PC FIRE Policy: 95-CC-V475-0 F Yr issd: 2005
PO BOX 440 Xref: 95-GR-5871-7 OF
HILLSBORO MO 63050-0440

Location: 114 & 116 MAIN ST

HILLSBORO MO

63050-5081

Type: WORKERS COMP

Term: 1 YR PP

Renew date: MAR-27-19

Coverage information

Premium: 708.08 Written date: MAY-27-05

BI BY ACCIDENT /EACH
ACCIDENT 100000BI BY DISEASE /EACH
EMPLOYEE 100000

Amount paid: 142.04

End act 03/27/18

Date paid: JUL-26-18

Auto-NONE Fire-PF2(1)

BI BY DISEASE /PER
POL LIMIT 500000

Bill to: INSD

Life-NONE Hlth-NONE

SFPP-NONE 1-Pending

Prev prem: 0

2 -Changes

Prev risk: 0

6-FRQ

7-APP

8-Payments

9-UR

10-Loss reprt

Deductibles applied:NONE

F-Print 0-Prev F-Forms/Endors

Accept _

Bidder's Initials

S0005AZCA76 Fire Policy Status Agt:3800 Page 1+
Household key: (SCHNAARE 556163050) H Ph. (314)650-6659
SCHNAARE, STANLEY FIRE Policy: 95-GR-5871-7 F Yr issd: 2008
5561 SPRING DR Kref: 95-CB-F528-3 WC
HILLSBORO MO 63050-3422 95-GR-5872-9 OF
Location: 114 & 116 MAIN ST
HILLSBORO MO 63050

Term: CONT
Type: BUSINESS-OFFICE BPC: Businessowners Policy
Coverage information
A-BUILDING 352300 Premium: 1,666.00 Renew date: DEC-28-19
Written date: DEC-27-01

LOSS INC 12 MONTH

L-BUSN LIAB	1000000	Amount due:	SFPP	Auto-PF1(3)	Fire-PF2(4)
GEN AGGREGT	2000000	Date due:	SFPP	Life-NONE	Hlth-NONE
PCO AGGREGT	2000000	Bill to:	SFPP	SFPP-PF5(1)	1-Pending
M-MED/PERSN	5000			2 -Changes	
Prev risk:	343,700	Prev prem:	1,467	6-FRQ	
		SFPP acct:0373-1107-14		7-APP	8-Payments
				9-UR	10-Loss rept

Deductibles applied: 500 OTH PER 10% EARTHQK OTHER DED MAY APPLY
P-Print 0-Prev F-Forms/Endors

Accept _

Bidder's Initials

S0271AHGY42
HH key: (SCHNAARE

SFPP Account Status Agt:3800
44063050)

Page 1+

SCHNAARE, STANLEY D
PO BOX 440
HILLSBORO MO 63050-0440

0373-1107-14
SEMIANNUAL

phone: (000) 000-0000

Current Billing Info

Due date: DEC-27-18

Amt due: 0.00

Acct bal: 833.02

Status: PAID

Payment History

Mo Due	Amt Billed	Amt Paid	Date Paid
JUN	648.96	648.96	JUN-28-16
DEC	715.50	715.50	DEC-21-16
JUN	715.50	715.50	JUN-29-17
DEC	736.50	736.50	DEC-12-17
JUN	736.50	736.50	JUN-26-18
DEC	835.98	835.98	DEC-04-18

Auto=NONE Fire=NONE
Life=NONE Hlth=NONE
SFPP=PF5 (1) 1=Pending
2 =Changes

Nonpay canc mailed: 0

P=Print policies 0=Prev screen PF6=Prior bill

7=App
9=UR

8=Payments

Accept

Bidder's Initials

The Schnaare Law Firm, PC

ATTORNEYS AT LAW
321 MAIN STREET - COURTHOUSE SQUARE
P.O. BOX 440
HILLSBORO, MISSOURI 63050-0440

STANLEY D. SCHNAARE
TIMOTHY R. NICKLESS

www.jeffcomolaw.com
(636) 789-3354 - fax

(636) 789-3355
(636) 797-3355

December 14, 2018


Department of Administrative Services
c/o Dave Courtway - Director
729 Maple Street P.O. Box 100
Hillsboro, MO 63050

Re: Renewal of Bid for Legal Service – Circuit Clerk

Dear Mr. Courtway:

I, Stanley D. Schnaare, am the president of The Schnaare Law Firm, P.C. I am writing this letter to serve as notification that The Schnaare Law Firm, P.C. does not own any real property within Jefferson County, Missouri. A printout of past paid personal property taxes is attached showing payment that is current through this year (2018 taxes are not due until 12/31/18).

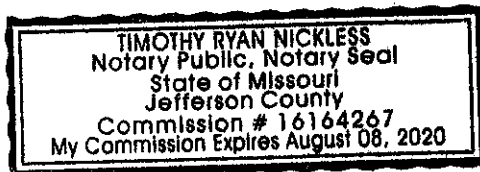
Best Regards,

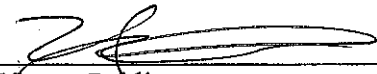

Stanley D. Schnaare, President

STATE OF MISSOURI)
) SS.
COUNTY OF JEFFERSON)

On this 17 day of December, 2018, before me personally appeared Stanley D. Schnaare, President of The Schnaare Law Firm, P.C., to me known to be the person described in and who executed the foregoing Letter, and acknowledged that he executed the same as his free act and deed, and with the authority to act on behalf of The Schnaare Law Firm, P.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.




Notary Public

My Commission Expires: _____

Bidder's Initials 

Account Information			
Account Number	085114	Tax Code	R3HFVAHSHI
Tax Year	2019	Account Type	BUSINESS
Return Status			
Date Returned			
City	HILLSBORO		
Owner Name	SCHNAARE LAW		
	FIRM		
Address	PO BOX 440 HILLSBORO, MO, 63050		

Items			
Item	Quantity	Assessed Value	Tax Amount
Z - Business Value	1		
Total			

No Billing Details

Payment History				
Tax Year	Total Due	Total Paid	Amount Unpaid	Date Paid
2018	\$199.11	\$0.00	\$199.11	
2017	\$194.47	\$194.47	\$0.00	12/18/2017
2016	\$172.87	\$172.87	\$0.00	12/31/2016
2015	\$233.98	\$233.98	\$0.00	12/17/2015
2014	\$383.49	\$383.49	\$0.00	12/31/2014
2013	\$469.65	\$469.65	\$0.00	12/27/2013
2012	\$469.36	\$469.36	\$0.00	12/31/2012
2011	\$482.18	\$462.18	\$0.00	12/30/2011
2010	\$523.78	\$523.78	\$0.00	3/10/2011
2009	\$460.14	\$460.14	\$0.00	12/31/2009
2008	\$454.34	\$454.34	\$0.00	12/22/2008

No Taxing Bodies

© 2018 DEVNET, Inc.
Data updated: 2018-12-14 00:10:00
wEdge Version 4.0.5872.25454

Bidder's Initials



12/14/2018, 10:18 AM



Company ID Number: 1160506

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the The Schnaare Law Firm, PC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

a. Notice of E-Verify Participation

b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 1160506

Approved by:

Employer The Schnaare Law Firm, PC	
Name (Please Type or Print) Stanley D Schnaare	Title
Signature Electronically Signed	Date 01/17/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/17/2017

Bidder's Initials



Company ID Number: 1160506

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	The Schnaare Law Firm, PC
Company Facility Address	321 Main St. Hillsboro, MO 63050-0440
Company Alternate Address	
County or Parish	JEFFERSON
Employer Identification Number	431458345
North American Industry Classification Systems Code	922
Parent Company	The Schnaare Law Firm, PC
Number of Employees	1 to 4
Number of Sites Verified for	1

Bidder's Initials

The Supreme Court of Missouri



*Certificate of Admission as an
Attorney at Law*

I, Betsy AuBuchon, Clerk of the Supreme Court of Missouri, do hereby certify that the records of this office show that on 5/5/1979,

Stanley David Schnaare

was duly admitted and licensed to practice as an Attorney and Counselor at Law in the Supreme Court of Missouri and all courts of record in this state, and is, on the date indicated below, a member in good standing of this Bar.

IN TESTIMONY WHEREOF, I hereunto set
my hand and affix the seal of the Supreme Court of
Missouri at my office in Jefferson City, Missouri,
this 13th day of December, 2018.

A handwritten signature in cursive script that reads "Betsy AuBuchon".

Clerk of the Supreme Court of Missouri

Bidder's Initials

A stylized handwritten signature or set of initials, possibly "S" or "D", written in ink.

The Supreme Court of Missouri



Certificate of Admission as an Attorney at Law

I, Betsy AuBuchon, Clerk of the Supreme Court of Missouri, do hereby certify that the records of this office show that on 5/6/2013,

Timothy Ryan Nickless

was duly admitted and licensed to practice as an Attorney and Counselor at Law in the Supreme Court of Missouri and all courts of record in this state, and is, on the date indicated below, a member in good standing of this Bar.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Supreme Court of Missouri at my office in Jefferson City, Missouri, this 13th day of December, 2018.

A handwritten signature in cursive script that reads "Betsy AuBuchon".

Clerk of the Supreme Court of Missouri

Bidder's Initials

Handwritten initials, possibly "J" or "S", written in a stylized cursive script.

Qualifications of Stanley D. Schnaare for Jefferson County Bid Proposal

Legal Services – Circuit Clerk

1. Name.

Stanley David Schnaare

2. Date and location of birth.

June 4, 1949 – St. Louis, Missouri

3. Present occupation, place of work, and job title.

Lawyer – The Schnaare Law Firm, PC -- President

4. State the year of your admission to the Missouri Bar and whether your license is and always has been in good standing. If not, please explain.

June 4th 1979 - yes

5. List any other state, courts, or agencies in which you are licensed as an attorney and state whether your license is and always has been in good standing. If not, please explain.

Missouri Supreme Court – June 4, 1979 - yes

United States Federal Court of the Eastern District of Missouri – yes

Social Security Administration (no special license required) - yes

Certified Veteran's attorney – certification is not presently current, I need to update with a Veteran's CLE training course

6. Information for all colleges or universities, other than law schools you have attended.

- a. Name and location of institution
- b. Dates attended and degrees received
- c. Significant activities, awards and honors

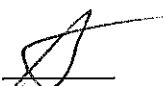
College-**Bachelor of Science in Aerospace Engineering** in
December 1971-University of Missouri-Rolla, Rolla, MO -
technical electives in Advanced Engineering Mathematics, and
Vibration Theory – started in August of 1967

High School-**Hillsboro R-3**, Hillsboro, MO. 63050, Graduated
1967

7. Law schools you have attended.

- a. Name and location of institution
- b. Dates attended and degrees received
- c. Significant activities, achievements, honors and awards

Bidder's Initials



Law School-**Chicago Kent College of Law-Chicago, IL.** - Juris Doctorate 1978 (received degree from night law program while employed as engineer during day) Night class attendees could not participate in extracurricular activities and also have regular full time employment; Started program in 1974

8. In chronological order, list all non-legal and legal employment you have held post-high school. List the name of each employer, job title, dates of employment.

July 1, 2014 – present: President of The Schnaare Law Firm, PC, Hillsboro, MO
– 36 years as a practicing attorney;

Representative clients include: The Office of the Circuit Clerk of Jefferson County, Missouri since January, 2015
– Michael Reuter; Jefferson County Public Water Supply District #7(since 1987); Briarwood Property Owner's Association; Held Bros. Construction; Wil-Build Construction;

January 1987 – July 1, 2014: The Schnaare Law Firm, P.C., 321 Main Street, Hillsboro, MO 63050;

August 1986 - December 31, 1986: Circuit Judge (Probate / Juvenile Division) for 23rd Judicial Circuit by appointment from Governor Ashcroft.

January 1983 - August 1986: Partner, Anderson, Hammon, Dieffenbach, and Schnaare, P.O. Box 248, Hillsboro, Missouri 63050 - General Practice of Law.

June 1979 - 1992: part-time business law instructor, Jefferson County Junior College, teaching the Business Law Course.

March 1982 - December 1982: Associate Circuit Judge, Division 11, 23rd Judicial Circuit, Jefferson County, Missouri by appointment from "Kit" Bond, Governor.

June 1979 - March 1982 Associate attorney with Anderson, Brooking, Hammon and Dieffenbach, P.O. Box 248, Hillsboro, MO. 63050 - General Practice of Law.

May 1974 -June 1979: Senior Design Engineer, Specialty and Aircraft Products Group, Flexonics Division of UOP, Bartlett, IL - Responsibilities included supervision of associate engineers, design control of components for NASA, Lockheed Aircraft, McDonnell Aircraft, B-1 bomber project, XM-1 tank and other prime government contractors.

May 1973 -May 1974: Quality Control Engineer for Flexonics Division of UOP (Universal Oil Products), Bartlett, IL.

Bidder's Initials



May 1972 - May 1973 Production Supervisor for SESCO Industries, Downers Grove, IL.

January 1972 - May 1972: Substitute Teacher Lindbergh High School District, St. Louis, MO.

While at the University of Missouri at Rolla I worked in the Rock Mechanics and Explosives Research Center as a laboratory assistant.

Summer 1969 - Engineer in training for St. Joe Minerals in Bonne Terre, MO

Summer 1968 - Cabinet Maker Assistant

Summer 1967 - surveyor's assistant Jefferson County Surveying

9. Explain the nature and extent of your experience as a practicing attorney in the trial and appellate courts, and explain how such experience demonstrates the quality of your legal work.

I have been a practicing attorney since June 4, 1979. During that period of time I have practiced in all areas of the law, except federal taxation. I've handled criminal misdemeanors and felonies. I've conducted civil litigation, prepared wills, filed estates, drafted contracts, acted as a mediator, acted as guardian ad litem, conducted discovery, prepared for trial, conducted trials, filed appeals before the Eastern and Western District Court of Appeals and the Supreme Court of the State of Missouri. I have handled administrative appeals before the Social Security Administration and state administrative agencies. I have tried construction case at arbitration. I have presented for zoning hearings and filed the appeal from those zoning hearings.

Literally, there is virtually nothing that I haven't done in the practice of law at one time or another in the last 38 years.

10. Provide at least 5 cases in which you served as the primary attorney or judge at trial or administrative hearing. The list should involve the style of the case, court or administrative agency, identification of your client, and the nature or date of the disposition.

See Appendix attached

11. Provide a list of cases in which you served as the primary attorney on appeal or the judge whose judgment was subject to appeal, and list the disposition.

See Appendix Attached

12. If you have served in a judicial capacity, describe the nature and extent of your judicial responsibilities, the types of dockets handled and any special expertise developed.

August 1986 - December 31, 1986: Circuit Judge (Probate / Juvenile Division) for 23rd Judicial Circuit by appointment from Governor Ashcroft. - I handled the entire probate docket which included the routine matters of approving the filing of the estates and also conducting trials were appropriate on issues regarding the estates of deceased persons as well as hearing applications for disabled and incapacitated persons. I conducted all cases



involving juveniles in Jefferson County, which included incarceration where necessary and follow up with working plans to redirect the lives of juveniles for violating the law.

March 1982 - December 1982: Associate Circuit Judge, Division 11, 23rd Judicial Circuit, Jefferson County, Missouri by appointment from "Kit" Bond, Governor. I conducted all of the affairs of the associate circuit judge position, which included hearing small claims cases, dockets of the associate division (rent and possession cases, collection cases and unlawful detainer actions), preliminary felony hearings, establishment of bond, arraignments, issuance of warrants, and did rotation "on-call duty" for search and seizure warrants.

13. While I served in a judicial capacity, these are some cases I have presided to completion.

While I was judge I handled hundreds of small claims, rent and possession, collection matters, misdemeanors and felony preliminary hearings - the following are three cases handled as a Judge which went to the Court of Appeals:

City of Festus v. Werner

Missouri Court of Appeals, Eastern District, Division Four. August 09, 1983 656 S.W.2d 286

Operator of roofing company was convicted in the Circuit Court, Jefferson County, **Stanley D. Schnaare, J.**, of violating "disagreeable odors" city ordinance, and he appealed. The Court of Appeals, Smith, J., held that "disagreeable odors" ordinance was unconstitutionally vague where ordinance did not define term...

...roofing company was convicted in the Circuit Court, Jefferson County, **Stanley D. Schnaare, J.**, of violating "disagreeable odors" city ordinance, and he appealed...

*State v Burgess - STATE of Missouri, Plaintiff-Respondent,
v.*

Kara BURGESS, Defendant-Appellant.

No. 46501.

April 24, 1984.

[JURY TRIAL] Defendant was convicted in the Circuit Court, Jefferson County, **Stanley D. Schnaare, J.**, of prostitution, and she appealed. The Court of Appeals, Smith, J., held that: (1) dance in which defendant rubbed patch which covered her genitals across patron's mouth and nose, with defendant receiving a tip from the patron, did not constitute prostitution, and (2) although defendant's "dance" may have been in bad taste, bad taste is not illegal.

State Farm Fire & Cas. Co. v. Moxley

694 SW 2d 282 - Mo: Court of Appeals, Eastern Dist., 1st Div., 1985 -

... The plaintiff-appellant, State Farm Fire and Casualty Company sued Stephen D. Moxley, d/b/a Steve's Roofing on January 20, 1982 for alleged ... The case was certified to the circuit court and the presiding circuit judge assigned it to the Associate Circuit Judge **Stanley Schnaare**. ...

14. List any published articles or significant events in which you have served as a presenter.

"Social Security Fundamentals" - CLE presentation sponsored by the Jefferson County Women's Bar

Bidder's Initials



"Mechanics Liens – Making Use of the Missouri Statutes to Secure Payment" – seminar presented to the Jefferson County Small Flow Organization

"Missouri Dig Rite Law" - seminar presented to the Jefferson County Small Flow Organization

"Estate Planning Overview" – presented to residential care facilities

"Conflict with the County – How to Deal with the Code Commission of Jefferson County" -- seminar presented to the Jefferson County Small Flow Organization

15. Provide the branches and dates of any military or other public service not otherwise covered in this application. If discharged from the military, state whether the discharge was other than honorable.

United States Navy Reserve – Summer of 1970 – Honorable Discharge

16. Describe your community and volunteer service activities, including any organizations (outside the legal profession) with which you are affiliated and any offices held.

Member of Hillsboro Christian Church – severed as Missionary group leader to Crow Indian nation in 2008

Past President – Hillsboro Rotary

Former Little League Coach –

Member Joachim Lodge #164 AF&AM – Hillsboro, MO

Recent member to the Board of Habitat for Humanity

17. Have you ever been convicted of a misdemeanor or felony or received a suspended imposition of sentence in any federal, state, or military court? If so, please explain and provide the style of the case (including case number), the court, the date of conviction, and the sentence or fine imposed.

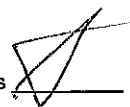
No

18. Have you ever been held in contempt of court? If so, please explain.

No

19. List the names and contact information (title, mailing address, telephone, and e-mail address) of five persons whom you have requested to provide letters of reference regarding your character and qualifications.

- a. Steve Waterkotte – attorney - Henderson & Waterkotte, P.C.
7750 Clayton Rd., Suite 209
St. Louis, MO 63117
Phone: 314-645-4400
henderson@hwlawpc.com

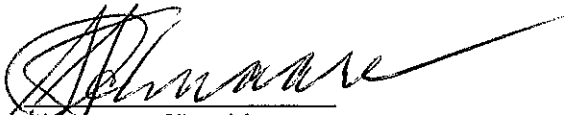


-
- b. Victor Melenbrink –attorney – Circuit Judge
Victor Melenbrink
PO Box 100
Hillsboro, MO 63050- 0100
Jefferson County
-
- c. Michael Reuter – Circuit Clerk Circuit Clerk of Jefferson County
PO Box 100
Hillsboro, MO 63050- 0100
Jefferson County
Jefferson County
(636) 797-6480
- d. Fairfax Jones – attorney – Casserly Jones
#1 Metropolitan Square 2150
St. Louis, MO 63102
fairfaxjones@msn.com
- e. Robert Kister – attorney -- Bob Kister Trial Lawyer, LLC
1349 McNutt Road
P.O. Box 156
Herculaneum, MO 63048
bobbkister@jcn.net
- f. Phil Gebhardt – attorney – Gebhardt Real Estate and Legal Services, LLC
1720 North Main Street
PO Box 340
De Soto, MO 63020
phil.gebhardt@lienfunds.com

CERTIFICATION OF ACCURACY AND INTENT

By my signature to this form, I certify that all statements made in my in the foregoing and attachments thereto are truthful and correct.

This certification and authorization shall remain in full force and effect until revoked by me in writing.

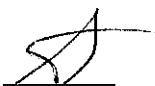

Signature of President –
The Schnaare Law Firm, PC

December 17, 2018
Date

STANLEY DAVID SCHNAARE
Printed

z:\jefferson county official matters\bidding process\resume for contract bid.docx

Bidder's Initials



Qualifications of Timothy R. Nickless for Jefferson County Bid Proposal

Legal Services – Circuit Clerk

1. Name.

Timothy R. Nickless

2. Date and location of birth.

March 21, 1986 – St. Louis, Missouri

3. Present occupation, place of work, and job title.

Lawyer – The Schnaare Law Firm, PC – Associate Attorney – Vice President

4. State the year of your admission to the Missouri Bar and whether your license is and always has been in good standing. If not, please explain.

2013 - yes

5. List any other state, courts, or agencies in which you are licensed as an attorney and state whether your license is and always has been in good standing. If not, please explain.

Missouri Supreme Court – 2013 - yes

United States Federal Court of the Eastern District of Missouri – 2018 - yes

6. Information for all colleges or universities, other than law schools you have attended.

- a. Name and location of institution
- b. Dates attended and degrees received
- c. Significant activities, awards and honors

College-Bachelor of Science in Business Administration in
December 2007 - University of Missouri-Columbia emphasis in
Business Management

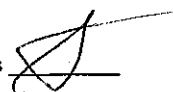
High School- Herculaneum High School, Valedictorian,
Graduated 2004

7. Law schools you have attended.

- a. Name and location of institution
- b. Dates attended and degrees received
- c. Significant activities, achievements, honors and awards

Law School- Saint Louis University School of Law. - Juris Doctorate
2011

Bidder's Initials



8. In chronological order, list all non-legal and legal employment you have held post-high school. List the name of each employer, job title, dates of employment.

May 2004 – January 2011: St. Gobain Containers in Pevely, MO (now Ardagh Group). Union employee for a company that primarily made glass bottles for Anheuser-Busch. Primary duties consisted of running bottle inspection equipment, carton packaging, and recall inspection both through automated equipment and by hand inspection.

August 2004-December 2004: Macy's in Columbia, MO. I worked as a seasonal employee in the receiving department.

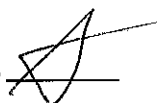
March 2005-December 2007: Home Garden Showplace in Columbia, MO. I worked during the school year doing many things such as sales of plants and gardening equipment, service on lawnmowers and weed-eaters, as well as labor installing plant and sod at customers residence.

October 2007-August 2016: Bass Pro Shops in St. Charles, MO. I was a sales associate in the Hunting and Archery Departments. I learned the importance and value of true customer service and understanding each customer's individual needs.

August 2016-present The Schnaare Law Firm, PC (formerly Schnaare & Dorsett). Associate attorney and Vice President (2017-present). I handle a variety of matter including civil litigation, Real Estate, Corporate Law, Human Resources, Rent and Possession, Criminal, Traffic, Probate, and Domestic. I have also assisted in handling the matter of the Circuit Clerk's office during the time the firm has represented the Circuit Clerk. I have also primarily handled the representation of Public Water Supply District #7.

9. Explain the nature and extent of your experience as a practicing attorney in the trial and appellate courts, and explain how such experience demonstrates the quality of your legal work.

I have been practicing Law since 2013 and Joined the Schnaare Law Firm, in 2016. Before joining the Schnaare Law Firm, I primary worked in Debt collection and traffic. Since joining the Schnaare Law Firm, I have handled many real estate matters, domestic cases, Rent and Possession, and criminal matters. Because the Schnaare Law Firm has been the counsel for the Circuit Clerk since I have been a part of the firm, I have also become very familiar with the operation of the Circuit Clerk as well as Court Operating 7. Currently, I am handling a civil rights case before the Federal District Court in the Eastern District of Missouri. All of these



cases have given me a very broad understanding of the different types of law practices and have prepared me to handle the affairs of the Circuit Clerk's office.

10. Provide at least 5 cases in which you served as the primary attorney or judge at trial or administrative hearing. The list should involve the style of the case, court or administrative agency, identification of your client, and the nature or date of the disposition.

Stark vs Neuhaus et al. In the Circuit Court of Jefferson County before Judge Stoll. Case #16JE-CC00316. My clients were Defendants Joseph and LeAnn Kauth. Received a favorable judgement on October 29, 2018 after a 2 day trial in November of 2017.

Only other cases I have tried as the primary counsel were Rent and Possession Cases.

11. Provide the branches and dates of any military or other public service not otherwise covered in this application. If discharged from the military, state whether the discharge was other than honorable.

None.

12. Describe your community and volunteer service activities, including any organizations (outside the legal profession) with which you are affiliated and any offices held.

Member of Boy Scouts of America – serve as an Adult Associate Advisor for Venture Crew 2720 as well as a Trail Guide for the Greater St. Louis Area Council.

13. Have you ever been convicted of a misdemeanor or felony or received a suspended imposition of sentence in any federal, state, or military court? If so, please explain and provide the style of the case (including case number), the court, the date of conviction, and the sentence or fine imposed.

No

14. Have you ever been held in contempt of court? If so, please explain.

No

15. List the names and contact information (title, mailing address, telephone, and e-mail address) of five persons whom you have requested to provide letters of reference regarding your character and qualifications.

a. Stanley Schnaare – attorney - The Schnaare Law Firm, PC

b. Victor Melenbrink –attorney – Circuit Judge
Victor Melenbrink
PO Box 100
Hillsboro, MO 63050- 0100

Bidder's Initials



Jefferson County

c. Michael Reuter – Circuit Clerk Circuit Clerk of Jefferson County
PO Box 100
Hillsboro, MO 63050- 0100
Jefferson County
Jefferson County
(636) 797-6480

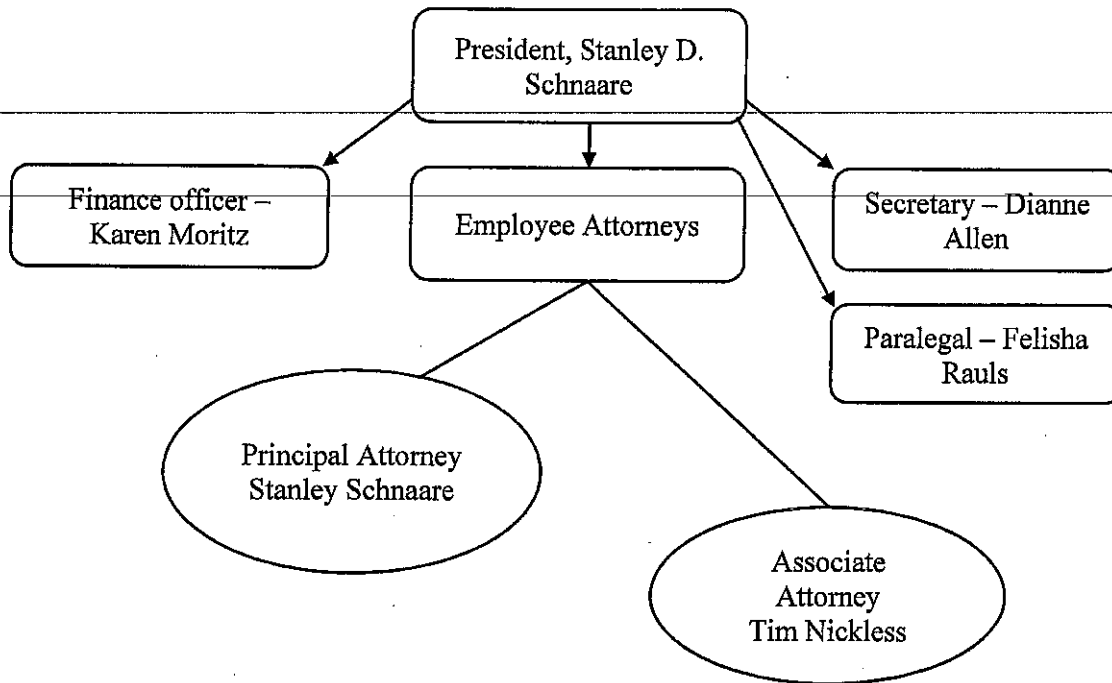
d. Patricia Parsons – attorney – City of Festus
2011 Iron Mountain Dr.
Festus, MO 63028

e. James Klenc – attorney -- The Law Offices of James E. Klenc, LLC
2042 Campus Dr
St. Charles, MO 63301
bobkister@jcn.net

Bidder's Initials



THE SCHNAARE LAW FIRM, PC
Structure of Business



Bidder's Initials

Bidder's Initials

APPENDIX OF CASES RELEVANT TO THE APPLICATION FOR BIDDING ON THE ATTORNEY POSITION FOR CIRCUIT CLERK

Past Cases Involving the Circuit Clerk

Michael Reuter vs Sharon Hickman.

Case No. APPEAL NO. WD81632

Appeal by Sharon Hickman from Case 16AC-CC00210 in which Judge Beetem ruled in favor of Michael Reuter setting aside the decision of the Dismissal Review Committee, adopted by the Circuit Court Budget Committee and affirming the discharge of Respondent. Court of Appeals ruled in favor Respondent.

Michael Reuter vs Sharon Hickman.

Case No. 16AC-CC00210

Appeal by Michael Reuter from the Dismissal Review Committee's decision that the Termination of Hickman was not for just cause. Judge Beetem Ruled in favor of Petitioner, Michael Reuter.

Significant Current and Pending Cases

Elijah Huddleston et al vs. City of Byrnes Mill et al.

Case No. 4:17-cv-02456-HEA

Civil Rights violation claim against the municipality and two of its officers for excessive harassment, entrapment, unlawful search and seizure, and sexual assault.

Douglas Draper, et al. v. David Streb d/b/a DMS Property Management, et al.

Case No. 15JE-CC00126

Claim in excess of One Million dollars for Breach of Fiduciary Duty, Replevin, Conversion, Fraudulent Misrepresentation, Unjust Enrichment, Civil Conspiracy, Equitable Accounting

Linda Van Gronigen, et al., v. Alexander G. Ferguson, et al.

Case No. 13JE-CC00368

Breach of Contract, Breach of Fiduciary Duty

Michael Delp v. Link Technologies, Inc., et al.

Case No. 16JE-CC00190

Accounting and Damages, Tortious Interference, Civil Conspiracy, Punitive Damages

Jerome Ficken, Jr. v. Ficken Hill Development Corp.

Case No. 14JE-CC00943

Petition for Accounting by Shareholders

Kevin Fuchs, et al. v. Tim Potthast, et al.

Case No. 11JE-CC00920

Breach of Contract, Fraudulent Misrepresentation, Negligent Misrepresentation, Breach of Fiduciary Duties, Missouri Merchandising and Practices Act, Respondeat Superior

Significant Cases Resolved Within the Past 5 Years

HSC Homes, LLC vs Amarakone, and HSC Homes, LLC vs Su/Quan

Case No. 0117 0001 3065 and 0117 0001 3063 (respectively)

Cases were claims for breach of contract and unjust enrichment from the construction of a custom shell home by Petitioners on behalf of the Respondents. Claims were tried at arbitration through

the American Arbitration Association. The arbiter in the Amarakone case awarded no damages. A favorable outcome was received on behalf of Petitioner in the claims against Su/Quan.

Dorothy Rorer v. Geoffrey Van Matre, Personal Representative, and Laraine Welshon, Heir
Case No. 14JE-CC00955

Petition to Contest Will and Defense of Claim of Invalid Beneficiary Deed. Received a favorable outcome for our client that the Will in her favor was the final binding Will.

Barry Fondaw and Judith Fondaw v. Chapel Creek, LLC, et al.
Case No. 16MD-CC00061

Fraudulent Misrepresentation, Negligent Misrepresentation, Breach of Contract, Punitive Damages. Received a very favorable settlement for our client.

Dennis Hartsell
Appeal of Denial of Social Security Disability Benefits
Favorable Outcome

Jennifer Strain
Appeal of Denial of Social Security Disability Benefits
Favorable Outcome

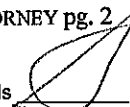
Exemplary Appellate Cases

Hopkins v. Goose Creek Land Co., Inc.
673 SW 2d 465 - Mo: Court of Appeals, Eastern Dist., 1st Div., 1984 -
... 466 Dana Hockensmith, Phillip Pitts, Hillsboro, for defendant-appellant. **Stanley D. Schnaare**, Hillsboro, for plaintiff-respondent. Motion for Rehearing and/or Transfer to Supreme Court Denied July 9, 1984. SNYDER, Presiding Judge. ...

Donald HOPKINS, d/b/a Quad County Contracting, Plaintiff-Respondent,
v.
GOOSE CREEK LAND COMPANY, INC., Defendant-Appellant.
No. 47068.
May 22, 1984. Motion for Rehearing and/or Transfer to Supreme Court Denied July 9, 1984.
Appeal was taken from a judgment of the Jefferson County Circuit Court, John L. Anderson, J., in favor of plaintiff in breach of contract action. The Court of Appeals, Snyder, P.J., held that: (1) breach of contract verdict director instruction was proper; (2) appropriate damages instruction was MAI 4.01 as modified in instruction; and (3) evidence was sufficient for jury on question whether statute of limitations barred the action.
Affirmed.
... 466 Dana Hockensmith, Phillip Pitts, Hillsboro, for defendant-appellant. **Stanley D. Schnaare**, Hillsboro, for plaintiff-respondent. Motion for Rehearing and/or Transfer to Supreme Court Denied July 9, 1984. SNYDER, Presiding Judge. ...

SNEIL, LLC v. Tybe Learning Center, Inc. – challenging the statutory time for the filing of notices of redemption in tax foreclosure sales
370 SW 3d 562 - Mo: Supreme Court, 2012 -

... July 3, 2012. 565 Phillip K. Gebhardt, Gebhardt Real Estate and Legal Services LLC, Desoto, **Stanley D. Schnaare, The Schnaare Law Firm PC, argued**, Hillsboro, for Sneil. Rufus J. Tate



Jr.,

The Tate Law Firm LLC, St. Louis, Anthony D. Gray, Johnson Gray LLC, St. ...

Lamastus v. Lamastus - Wife sought dissolution of marriage, custody of unborn child, and child support. The Circuit Court, Washington County, Robert L. Carr, J., granted default judgment, awarded wife child support and custody, and awarded no visitation rights. Husband appealed. The Court of Appeals, Simon, J., held that: (1) court should have appointed guardian ad litem for child, as paternity was disputed; (2) husband waived challenge to personal jurisdiction; and (3) trial court was not required to grant husband's request for continuance.

886 SW 2d 721 - Mo: Court of Appeals, Eastern Dist., 4th Div., 1994 -

... No. 64936. Missouri Court of Appeals, Eastern District, Division Four. November 8, 1994. 722 William P. Bertram, Eric C. Harris, PC, Flat River, for petitioner-respondent. **Stanley D. Schnaare, The Schnaare Law Firm, PC, Hillsboro**, for respondent-appellant. SIMON, Judge. ...

Gerlach v. Missouri Com'n on Human Rights - appeal of administrative decision by the Commission on Human Rights

980 SW 2d 589 - Mo: Court of Appeals, Eastern Dist., 1998 -

... November 17, 1998. 590 Jeremiah W. (Jay) Nixon, Atty. Gen., Keith D. Halcomb, Asst. Atty. Gen., Jefferson City, for appellant. Stanley D. Schnaare, S. Vance Combs, Hillsboro, for respondent. GARY M. GAERTNER, Presiding Judge. ...

Ellinwood v. Estate of Lyons

731 SW 2d 23 - Mo: Court of Appeals, Eastern Dist., 3rd Div., 1987 -

... Nos. 52019, 52366. Missouri Court of Appeals, Eastern District, Division Three. May 12, 1987. 24 Sheehan & Coleman, C. Finn Sheehan, High Ridge, for appellant-respondent. **Stanley D. Schnaare, Hillsboro**, for respondent-appellant. PUDLOWSKI, Presiding Judge. ...

Winifred ELLINWOOD, Appellant-Respondent,
v.

ESTATE OF William LYONS, Respondent-Appellant.

Nos. 52019, 52366.

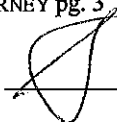
May 12, 1987.

Administrator ad litem appealed, and claimant cross-appealed judgment of the Circuit Court, Jefferson County, Ervin D. Emerson, J., in favor of claimant for services rendered to estate, and dismissing claimant's attempt to reform deed. The Court of Appeals, Pudlowski, P.J., held that: (1) trial court correctly allowed claimant to amend her petition; (2) there was no reversible error, warranting declaration of mistrial when claimant testified that value of her services rendered were value of real property which had previously been held by trial court be irrelevant; (3) there was no family relationship between claimant and deceased, and thus presumption of intent to charge and agreement to pay were raised; (4) verdict was not excessive; (5) claimant was not entitled to reformation of real estate deed; and (6) language in deed did not make deed any less than a gift.

TDH v. O'CONNELL - enforcement of adverse possession claim

258 SW 3d 850 - Mo: Court of Appeals, Eastern Dist., 1st Div., 2008 -

... Mary J. Lake, Hillsboro, MO, for appellant. **Stanley D. Schnaare, The Schnaare Law Firm, PC, Hillsboro, MO**, for respondent. Before KATHIANNE KNAUP CRANE, PJ, ROBERT G. DOWD, JR., J., and KENNETH M. ROMINES, J. PER CURIAM. ...



State ex rel. Barker v. Tobben – Leading Missouri case on writ of prohibition to force the right to jury trial in claims of adverse possession
311 SW 3d 798 - Mo: Supreme Court, 2010 -

... Supreme Court of Missouri, En Banc. April 20, 2010. 799 Stanley D. Schnaare, Steven A. Waterkotte, The Schnaare Law Firm PC, Hillsboro, for relator. William L. Sauerwein, Sauerwein, Simon & Blanchard PC, St. Louis, for Gloria Kappler. RICHARD B. TEITELMAN, Judge. ...

Schlereth v. Hardy – challenge to the Missouri method of giving notice when Certified Mail is returned unclaimed.

280 SW 3d 47 - Mo: Supreme Court, 2009 -

... March 31, 2009. 48 Stanley D. Schnaare, Michelle L. Mellendorf, The Schnaare Law Firm, PC, Hillsboro, MO, for Appellant/ Cross-Respondent. Earl G. Burton, III, Webster Groves, MO, for Respondent/ Cross-Appellant. MICHAEL A. WOLFF, Judge. Introduction. ...

Braddy v. Braddy – Modification of Dissolution establishing the requirement that obligor parents support their mentally handicapped children beyond the normal age of emancipation.

... Missouri Court of Appeals, Eastern District, Southern Division. November 30, 2010. 568 Stanley D. Schnaare, Steven A. Waterkotte, Anthony R. Dorsett, Hillsboro, MO, for Appellant. David R. Orzel, Farmington, MO, for Respondent. MARY K. HOFF, Presiding Judge. OPINION.

Ronald Lynn BRADDY, Petitioner/Respondent,

v.

Lauralee BRADDY n/k/a Lauralee Schnaare, Respondent/Appellant.

No. ED 94194.

Nov. 30, 2010.

Background: Ex-husband sought to terminate child support obligation. The Circuit Court, St. Francois County, Thomas L. Ray, Jr., J., entered judgment terminating child support. Ex-wife appealed.

Holdings: The Court of Appeals, Eastern District, Southern Division,

Mary K. Hoff, P.J., held that:

1 ex-wife's timely counter motion to ex-husband's affidavit for termination of child support constituted a motion to modify, even though it was not titled as such;

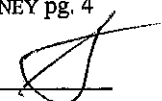
2 twin unmarried children who were insolvent and mentally incapacitated were not emancipated;
and

3 ex-husband was not entitled to credit against obligations for unpaid necessities of children.

Reversed and remanded.

... Missouri Court of Appeals, Eastern District, Southern Division. November 30, 2010. 568 Stanley D. Schnaare, Hillsboro, MO, for Appellant. David R. Orzel, Farmington, MO, for Respondent. MARY K. HOFF, Presiding Judge. OPINION.

...



State v. Hendricks

675 SW 2d 142 - Mo: Court of Appeals, Eastern Dist., 4th Div., 1984 -

... August 8, 1984. 143 Lee T. Lawless, Asst. Public Defender, St. Louis, Stanley D. Schnaare, Anderson, Hammon & Dieffenbach, Hillsboro, for defendant-appellant. John Ashcroft, Atty. Gen., Jefferson City, Edward Rogers, Asst. Circuit Atty., St. Louis, for plaintiff-respondent. ...

STATE of Missouri, Plaintiff-Respondent,

v.

Joseph HENDRICKS, Defendant-Appellant.

No. 45825.

Aug. 8, 1984.

Defendant was convicted in the Circuit Court, City of St. Louis, Gary M. Gaertner, J., of ten counts of first-degree robbery, and he appealed. The Court of Appeals, Kelly, J., held that: (1) prosecutor's comments during voir dire which indicated that reasonable doubt was not "beyond any and all doubt" or "beyond a shadow of a doubt" did not warrant reversal; (2) court did not err in submitting verdict directors modeled after model instruction concerning acting with others; (3) instruction concerning acting with others was not inconsistent with the information; (4) court did not err in admitting statements defendant made while in police custody; (5) court did not err by receiving a certified copy of defendant's prior sentence and judgment for murder for purposes of proving defendant's prior offender status; and (6) defendant was not entitled to an instruction on second-degree robbery as a lesser included offense.

... August 8, 1984. 143 Lee T. Lawless, Asst. Public Defender, St. Louis, **Stanley D. Schnaare, Anderson, Hammon & Dieffenbach, Hillsboro, for defendant-appellant.** John Ashcroft, Atty. Gen., Jefferson City, Edward Rogers, Asst. Circuit Atty., St. Louis, for plaintiff-respondent. ...

Reeves v. Reeves

693 SW 2d 149 - Mo: Court of Appeals, Eastern Dist., 1st Div., 1985 -

... Application to Transfer Denied August 7, 1985. **Stanley D. Schnaare, Anderson, Hammon, Dieffenbach & Schnaare, Hillsboro, for plaintiff-appellant.** Jeremiah W. Nixon, Nixon, Nixon & Breeze, Hillsboro, for defendant-respondent. ...

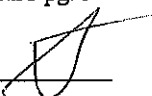
JEFFERSON COUNTY FIRE PROTECTION DISTRICTS ASSOCIATION v. Blunt

Mo: Supreme Court, 2006 -

... James R. McAdams, Shannon Wright Morgan, JoAnn T. Sandifer, Jill D. Switkin, James B. Deutsch, Robert K. Sweeney, David M. Korum, Nicholas G. Gasaway, Marc B. Fried, Dennis J. Kehm, Jr., and **Stanley D. Schnaare, Counsel for Respondent.** Opinion. ...

BARNHART DEVELOPMENT v. CF SIGN CO.

204 SW 3d 326 - Mo: Court of Appeals, Eastern Dist., 3rd Div., 2006 -



... Missouri Court of Appeals, Eastern District, Division Three. October 24, 2006. **Stanley D. Schnaare**, Hillsboro, MO, for appellant. Kevin C. Roberts, Hillsboro, MO, for respondent. Before GLENN A. NORTON, PJ, LAWRENCE E. MOONEY, J., and KENNETH M. ROMINES, J. ...

Christine M. YOUNG, et al., Plaintiffs, v. Paul M. FLAMION, as Personal Representative for the Estate of Lorraine Flamion, et al., Defendants.
Circuit Court of Missouri, Jefferson County February 10, 0001 No. CV 302-1382.

...as a result of the December 11, 2003 transfers. 16. Stanley D Schnaare, Attorney at Law, 321 2nd Street, Hillsboro, MO 63050 shall...

...sale of such property in accordance with this Judgment. 17. **Stanley D Schnaare is also hereby appointed as Commissioner** to effect the division...

731 S.W.2d 23

...

In Interest of CPB

641 SW 2d 456 - Mo: Court of Appeals, Eastern Dist., 4th Div., 1982 -

... Vernon R. Dawdy, Fenton, for respondent. **Stanley Schnaare, Guardian Ad Litem**, Hillsboro, for children. ... However, the evidence does not show that appellant "repeatedly or continuously abused" her children, as the statute requires. § 211.447.2(2)(d), RSMo (1980). ...

Serious Litigation Cases

I represented the Defendant against Plaintiff who sought to claim land by adverse possession – settled on night before trial.

GLORIA J. KAPPLER, Trustee of the)	
Gloria J. Kappler Living Trust,)	
)	
Plaintiff,)	Cause No. CV304-5600-CC-JI
vs.)	
)	
MARY ALMOND,)	
)	
Defendant.)	

Represented the Defendant in action seeking to invalidate the members' election striking terms in Covenants and Restrictions – election determined valid as to Certain sections.

JEFFERSON COUNTY RAINTREE)	
COUNTRY CLUB, LLC. And)	
DKAAT Properties, LLC)	
)	
Plaintiffs,)	
)	
vs.)	Cause No. 13JE-CC00841
)	
RAINTREE PLANTATION PROPERTY)	

OWNER'S ASSOCIATION, INC.

Defendants.

Represented the Defendant in suit seeking to enforce a real estate sales contract – Defendant's judgment.

RONNIE BAKER, SR. and
DEBBIE BAKER,

PLAINTIFFS,

vs.

Cause No. 07JE-CC00705

KEVIN TURNER SERVICE, INC.
and KEVIN TURNER, individually,

DEFENDANTS.

Represented the Plaintiff in suit to recover damages resulting from chlorine leak from railcar which was consolidated into a class action resulting in 19-million-dollar judgment for the class – worked with many other attorneys on this case.

CHARLES F. STONE, d/b/a
BLUE FOUNTAIN M.H.C.
169 Cedar Trails
Pestus, MO 63028

Plaintiff,

v.

Cause No. _____

DPC ENTERPRISES, DEL, INC.,
d/b/a DPC ENTERPRISES, INC.,
A Texas corporation in good standing,
(Serve: The Corporation Company
120 S. Central
St. Louis, MO 63105
and

DX HOLDING COMPANY INC., a
Texas/Delaware corporation,
(Serve: The Corporation Company
120 South Central Avenue
Clayton, MO 63105

and

DPC ENTERPRISES DEL., L.P.,
a Delaware limited partnership,
(Serve: The Corporation Company
120 South Central Avenue
Clayton, MO 63105)

and

DPC ENTERPRISES DEL, INC., a
Delaware corporation,

(Serve: The Corporation Company
120 South Central Avenue
Clayton, MO 63105)

and

DPC ENTERPRISES, INC., a Delaware
corporation,
(Serve: The Corporation Company
120 South Central Avenue
Clayton, MO 63105)

and

DPC ENTERPRISES, L.L.P., a Texas
limited partnership
(Serve: The Corporation Company
120 South Central Avenue

----- APPENDIX OF CASES RELEVANT TO THE APPLICATION FOR CIRCUIT CLERK - ATTORNEY pg. 7

Bidder's Initials

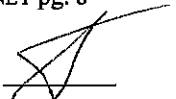
Clayton, MO 63105))
 and)
 DPC INDUSTRIES, INC., a Delaware)
 corporation,)
 (Serve: CT Corporation Systems)
 120 South Central Avenue)
 Clayton, MO 63105))
 and)
 DX SYSTEMS, INC., a Delaware)
 corporation,)
 (Serve: CT Corporation Systems)
 906 Olive Street)
 St. Louis, MO 63101))
 and)
 DX SERVICE COMPANY, INC., a)
 Delaware corporation,)
 (Serve: The Corporation Company)
 120 South Central Avenue)
 Clayton, MO 63105))
 and)
 DXI INDUSTRIES, INC., a Delaware)
 corporation,)
 (Serve: The Corporation Company)
 120 South Central Avenue)
 Clayton, MO 63105))
 and)
 JASON WISDOM,)
 (Serve at: DPC Enterprises)
 1785 Highway 61 South)
 Festus, MO 63028))
 and)
 BRANHAM CORPORATION,)
 A Kentucky corporation,)
 (Serve: William D. Branham)
 207 Eiler Avenue)
 Louisville, KY 40214)
 and)
 CRANE CO.;)
 d/b/a/ CRANE-RESISTOFLEX, INC., a)
 Delaware corporation,)
 (Serve: The Corporation Company)
 120 South Central Avenue)
 Clayton, MO 63105)

Defendants.

Represented the Defendant in suit to avoid payment obligations for assessments – Defendant obtained concessions from the Plaintiff and suit resolved in Defendant's favor.

BRIARWOOD DEVELOPMENT, L.L.C.,)
 CRAIG A SHY, SUCCESSOR TRUSTEE,)
 PAUL N. SHY LIVING TRUST, CRAIG A.)
 SHY, PERSONAL REPRESENTATIVE)
 ESTATE OF PAUL N. SHY, CRAIG A. SHY)
 INDIVIDUALLY)
 Plaintiff,)
 v.)
 BRIARWOOD ACTION ASSOCIATION,)
 Defendant.)

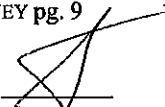
Cause No. 09JE-CC01273



x:\jefferson county official matters\bidding process\appendix of cases relevant to the application for circuit clerk.docx

----- APPENDIX OF CASES RELEVANT TO THE APPLICATION FOR CIRCUIT CLERK - ATTORNEY pg. 9

Bidder's Initials

A handwritten signature or set of initials, possibly "JL", written in black ink over a horizontal line.

Suggestions in Support of The Schnaare Law Firm Qualifications for the Position
of Legal Counsel to The Circuit Clerk of Jefferson County

The Schnaare Law Firm has represented the office of the Circuit Clerk of Jefferson County since January 1, 2015 when Mr. Mike Reuter took office. We are highly qualified in representing County officials.

During that period of time we have been immediately available at his request for any of the matters that have arisen inside his office. Those matters included several employment issues which have been litigated and appealed through administrative hearings.

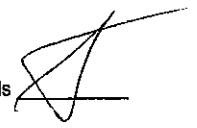
We have offered him both professional and legal advice related to the administration of his office and routinely and regularly keep in contact with him respecting issues as they may develop for him.

Because we have had the opportunity to work with and prove ourselves through the circuit clerk's office we know that we would be able to continue to provide exceptional legal counsel.

Stanley Schnaare has been in practice since June 4 of 1979. As shown by the attached appendix of relevant cases, Mr. Schnaare has practiced in areas that are both broadly based and in many cases deeply technical. He is more than amply qualified to answer any questions which may arise in the course of representation of the Circuit Clerk's office.

In the event that Mr. Schnaare is unavailable to confer with the Circuit Clerk, associate attorney, Mr. Tim Nickless would be available for consultation. Mr. Nickless has also participated extensively in the representation of the circuit clerk and has made himself fully available when needed.

Bidder's Initials

A handwritten signature in black ink, consisting of a stylized 'S' and 'N' intertwined, located at the bottom right of the page.