

BILL NO.: 19-1229

ORDINANCE NO.: 19-

0573

INTRODUCED BY: COUNCIL MEMBER (s)

Terry

1 **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE BEST BIDDERS AS REFLECTED IN THE RESPONSES TO**
3 **CERTAIN INVITATIONS FOR BID AND REQUESTS FOR PROPOSALS FOR**
4 **LEGAL SERVICES ASSESSOR 2020; AND AUTHORIZATION FOR THE**
5 **COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR**
6 **CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND**
7 **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 – Assessor 2020

13 NUMBER OF BIDS RECEIVED

14 3

15 DATE OF BID OPENING

16 11-26-2019

17 **WHEREAS**, after reviewing the bids and proposals set forth above, the
18 Department of County Services has determined that certain bids and proposals represent

FILED

DEC 30 2019

KEN WALLER

COUNTY CLERK, JEFFERSON COUNTY, MO

1 the best bid for the respective items or services and met the bid or proposal specifications
2 issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
4 of the County to award the bids and proposals to Thurman Law Firm for a term from date
5 of 1-1-2020 to 12-31-2021 upon approval by the County Council and County Executive
6 for **up to \$15,000.00 per term, for total amount not to exceed \$15,000.00 for the term,**
7 subject to budgetary limitations.

8 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
9 **AS FOLLOWS:**

10 Section 1. The County awards the following bids and proposals which are
11 incorporated by this reference as if fully set out herein, to the best vendor(s) bidding for
12 each respective item or service as follows:

13 BID NAME

14 Legal Services – Assessor 2020

15 TERM

16 1-1-2020 to 12-31-2021

17 With one additional one-year renewal option

18 Upon approval by the County Council and County Executive

19 AMOUNT

20 **Up to \$15,000.00 per term,**

21 **for total amount not to exceed \$15,000.00 for the term,**

22 subject to budgetary limitations

AWARDED BIDDER

Thurman Law Firm

Section 2. 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

Yes

Council Member District 2, Renee Reuter

Abstain

Council Member District 3, Phil Hendrickson

Yes

Council Member District 4, Charles Groeteke

Yes

Council Member District 5, Tracey Perry

Yes

Council Member District 6, Daniel Stallman

Yes

Council Member District 7, James Terry

Yes

THE ABOVE BILL ON THIS 23rd DAY OF December, 2019:

✓

PASSED

FAILED


Charles Groeteke, County Council Chair



Pat Schlette, Council Executive Assistant

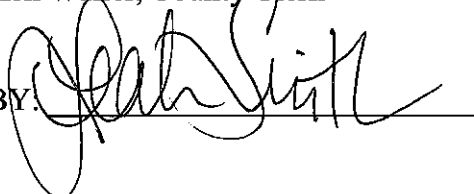
THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,
MISSOURI, THIS 26th DAY OF December, 2019.

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


Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:


Ken Waller, County Clerk

BY: 

Reading Date: 12-23-2019



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

BID #: 19-0100

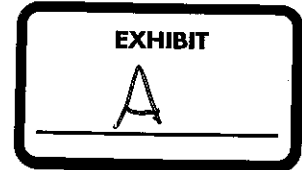
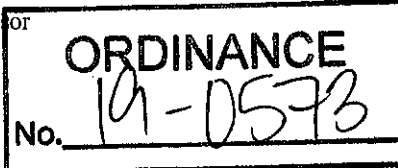
Request for Proposal: LEGAL SERVICES – ASSESSOR 2020

Date Issued: 10-21-2019

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, NOVEMBER 26, 2019, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

ROBERT BOYER
 Jefferson County, Missouri, Assessor
 636-797-5397
 rboyer@jeffcomo.org



**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:
 TWO 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:**

Thurman Law Firm	Floyd T. Norrick
Company Name	Authorized Agent (Print)
301 Main St., P.O. Box 800	<i>[Signature]</i>
Address	Signature
Hillsboro, MO 63050	Managing Member
City/State/Zip Code	Title
636/797-2601	11/26/19 43-0679313
Telephone #	Date Tax ID #
norrick@thurmanlaw.com	636/797-2904
E-mail	Fax #

TABLE OF CONTENTS:

Legal Notice and Request for Proposal	Page 1
Table of Contents	Page 2
Proposal Requirements	Page 3
Proposal Form and Contract	Page 5
Affidavit	Page 9
Specifications	Page 11

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, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.**
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. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.



H.

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.

I.

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.

J.

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.

K.

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).

L.

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 its 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.

M. 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.

N. 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.

PTN

- 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.
- 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.

FTN

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. ☒ *Limited Liability Company*
organized 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

ROBERT BOYER- JEFFERSON COUNTY ASSESSOR
636 797 5397

TR

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 Floyd T. Norrick (Name of Business Entity Authorized Representative) as Managing Member (Position/Title) first being duly sworn on my oath, affirm Thurman Law Firm (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 The County Assessor (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 Thurman Law Firm (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 the County Assessor (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.)

Floyd T. Norrick
Authorized Representative's Signature

Floyd T. Norrick
Printed Name

Managing Member
Title

11/26/2019
Date

Subscribed and sworn to before me this 26th of Nov., 2019. 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 01/15/21.
(NAME OF STATE) (DATE)

Kimberly C. Langdon
Signature of Notary

11/26/2019
Date



KIMBERLY C. LANGDON
My Commission Expires
January 15, 2021
Jefferson County
Commission #13642467

FTN

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Thurman Law Firm (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.

Floyd T. Norrick
Authorized Business Entity
Representative's Name
(Please Print)

[Signature]
Authorized Business Entity
Representative's Signature

Thurman Law Firm
Business Entity Name

11/26/2019
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).

FTN

LEGAL NOTICE

**REQUEST FOR PROPOSAL
SEALED PROPOSAL**

For

LEGAL SERVICES – OFFICE OF THE ASSESSOR

For

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

Jefferson County and specifically the Office of the Assessor for Jefferson County, Missouri, is seeking proposals for Legal Services for the Assessor 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.

FTN

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 Assessor**" 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 November 26, 2019, 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

Robert Boyer
Jefferson County Assessor
Office (636) 797-5397
rboyer@jeffcomo.org

All Questions must be received no later than 3:00 PM on 11/18/2019. 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.
- 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.

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 Assessor 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 Assessor 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 Assessor is seeking the services of an experienced professional qualified firm or individual capable of providing certain legal services to the Assessor 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 Assessor of Jefferson County as determined by the Assessor in regards to certain legal issues that may arise daily in the Office of the Assessor.



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 Assessor, 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 Assessor 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 Assessor and Office of the Assessor will include, but not be limited to:

- 2.1 Participate in daily face to face contact with the Assessor 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 Answer on a daily basis Assessor's procedural questions and respond to emails and inquiries as they arise.
- 2.3 Perform legal research with internet research tools to verify opinions and to answer questions of the Assessor.
- 2.4 Grant "walk-in" status for the Assessor – for example if the Assessor has an immediate issue which requires attention, then the responsive firm or its attorney or attorneys will be made immediately available to the Assessor for the Assessor to discuss said issues. Additionally, if so requested by the Assessor the responsive firm, or its attorney or attorneys will attend to the same immediately and in the office of the Assessor.
- 2.5 Review all policies and procedures and be able to, through sound and ethical advice, minimize liability to the greatest extent possible to aid the Assessor as said clerk may require.
- 2.6 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.
- 2.7 Review, research, and give legal advice on value appeals by taxpayers and tax appeal companies to the County Board of Equalization and State Tax Commission.

PROPOSER'S QUALIFICATIONS

- 2.8 All proposers must be primarily engaged in providing legal services as outlined in the Scope of Services.

- 2.9 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.
- 2.10 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 Assessor 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 Assessor, 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.



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 Assessor, 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 Assessor 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

8. CONFLICT OF INTEREST

- 1.1 The Attorney and/or Firm has to agree that during their representation of the Assessor's Department that said attorney or firm or any member of said firm will not undertake any action against the County or any of its departments, divisions, employees or agents in a representative capacity and will not appear in opposition to any County action in a court of law or before a board and/or commission. Any appearance will be deemed an automatic conflict and the contract or Agreement herein will be subject to immediate cancellation.



9. COMPENSATION

- 1.1 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	October 21, 2019
Responses due	November 26, 2019
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

Invitation for Bid

18 of 21

Bidder's initials



PRICING PAGE
LEGAL SERVICES - ASSESSOR
PROPOSAL DUE DATE: November 26, 2019 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

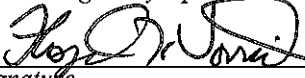
\$ 200.00 generally (\$250.00 for litigation and matters before state Tax Commission)

TOTAL

\$ _____

AUTHORIZED SIGNATURE

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


Signature

11/26/2019

Date

Floyd T. Norrick Managing Member
Print Name and Title

11/26/19

FTN

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 26th day of November 2019:

Thurman Law Firm

Company Name

Floyd T. Norrick

Signature

Floyd T. Norrick

Print

County of Jefferson, State of Missouri

Dennis Gannon J.

Dennis Gannon J. County Executive

Company Address: _____

301 Main St., P.O. Box 800

Hillsboro, MO 63050

Phone: 636/797-2601

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.

Kristy L. Appin

County Auditor

APPROVED AS TO FORM

[Signature]

County Counselor

[Initials]

COOPERATIVE BID FORM

Bid Name: Thurman Law Firm

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 ☐ 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: \$ _____

BY: _____

TITLE: _____

COMPANY: _____

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone _____ **E-mail** _____

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



**PROPOSAL OF THURMAN, HOWALD, WEBER, SENKEL & NORRICK, LLC (THE
"THURMAN LAW FIRM") FOR LEGAL SERVICES
TO JEFFERSON COUNTY MISSOURI – ASSESSOR**

Thurman, Howald, Weber, Senkel & Norrick, LLC, known as the "Thurman Law Firm" ("Thurman"), of Hillsboro, Missouri, appreciates your consideration to allow Thurman to provide Comprehensive Legal Services to the Jefferson County, Missouri – Assessor ("Assessor") and is honored to submit the following as its proposal. Per your instruction, this proposal is drafted in sequence to your Request for Proposal (RFP).

I. CERTIFICATION:

As requested by the instructions for the RFP, Thurman certifies and provides the following required documents with this proposal:

- A. a Current and valid Certificate of Insurance;
- B. an Affidavit of No Taxes Due;
- C. a notarized affidavit of work authorization and current business entity status with E-verification documentation;
- D. Cooperative Bid Form;
- E. Initialed pages of the Invitation for Bid/Request for Proposal;

II. SUMMARY OF PROPOSER'S QUALIFICATIONS:

The Thurman Law Firm has been providing legal services to the Jefferson County community since its founding in 1948 by J.W. Thurman, Jeremiah Nixon, and Earl Blackwell. It currently consists of ten (10) attorneys and twelve (12) support staff. All attorneys are members in good-standing with the Missouri Bar, licensed to practice law in the State of Missouri. A number of attorneys are also licensed to practice in Federal Courts and in other states.

Thurman previously provided comprehensive legal services to the Assessor of Jefferson County, Missouri, from 1985 through 2017. This representation included the daily tasks of

general representation and handling property tax-related matters before the State Tax Commission and Missouri Courts. While serving in this capacity, Thurman compiled one of the most successful records in the State.

Thurman has been dedicated to serving political subdivisions and not-for-profit entities throughout the County. Thurman was at the forefront in the formation of Community Cablevision, Inc., the not-for-profit corporation holding the cable television franchises to seven (7) Jefferson County communities, serving as its counsel for nearly twenty (20) years. Thurman is currently serving as City Attorney for the City of Crystal City, Missouri and has served as City Attorney for Desoto and Kimmswick. Thurman has previously served as counsel to the Jefferson R-7 School District, Northwest School District and the Crystal City School District, handling numerous matters in both the State and Federal Courts.

Thurman was instrumental in the formation of many water, fire, and sewer districts in Jefferson County, continuing to represent many of these districts to date.

Thurman has assisted its public entity clients, among other things, in establishing revenue and industrial bonds, Community and Neighborhood Improvement Districts (CIDs & NIDs), Transportation & Development District (TDDs), Certificates of Participation (COPs), and tax increment financing for future development. We have addressed various issues arising from the Missouri Sunshine Law, which frequently come before public governmental bodies, and have conducted numerous training seminars for our clients to ensure compliance.

Thurman is annually recognized in the "Best Lawyers" rankings of "US News & World Report", denoted as a "Best Law Firm". It has also been recognized by the National Advocates as a "Top 100 Lawyers". In 2007, Thurman was the recipient of the Jeffersonian Award for Small Business of the Year which is awarded to businesses and individuals exhibiting leadership, commitment and dedication of service to Jefferson County. Thurman, along with John Howald, Derrick Good, and Brandon Moonier, individually, have been included in St. Louis Magazine's

“Best Lawyers” edition and “Super Lawyers” of Missouri/Kansas City. Mr. Senkel has a “AV Preeminent” rating by Martindale-Hubbell, the highest level – as determined by Peer Review – of professional excellence and high ethical standards.

As evidenced by its history of representation of public entities Thurman has a thorough understanding of the varied types of legal services to be performed on behalf of the Assessor.

The Thurman Firm has been representing various clients, individuals, entities, and governmental entities, in many types of litigation for more than 70 years.

The Thurman law firm has successfully handled large tax appeal cases for the Assessor’s office involving entities such as Lowe’s, Joyce Meyers, JH Berra, Fred Weber and many more, approximately 110 over the last 10 years.

Over the past five years attorneys at the Thurman law firm have both prosecuted and defended cases involving millions of dollars, property, business interests and personal interests. These matters include, but are not limited to, Administrative Appeals, Wrongful Death, Products Liability, Trusts, Estates, Real Estate, partnership and other business entity disputes, and many other areas of the law.

In the past 5 years Thurman attorneys have helped the Public Administrator’s office manage about 6 million dollars in assets and over two and a half million in income and ward expenses every year. Including litigating claims for estates and the valuation and sale of real property. Often times litigating against bad actors to get money back to estates (both decedents and conservatorships) from wrong does.

In the past 2.5 years the Thurman Law Firm represented the Mapaville Fire Protection District. During that representation he represented the District and its directors to successfully defend against a recall petition, saving the Fire District the cost of an election and further turmoil in its administration.

While there are numerous cases that have had to be litigated, we take further pride in counseling our clients in a manner to avoid litigation, or to resolve disputes before litigation is required. This required close work with our clients to identify issues early, to identify the risks associated with litigation, and to find a reasonable resolution that protects our clients' interests.

Proposed Lead and Backup Attorneys:

Floyd Norrick, Member (Lead Attorney)	norrick@thurmanlaw.com
David Senkel, Member (Back Up Attorney)	senkel@thurmanlaw.com
Brandon Moonier, Member (Back Up Attorney)	moonier@thurmanlaw.com
Derrick Good, Member (Back Up Attorney)	good@thurmanlaw.com
Sean Flaherty, Member (Back Up Attorney)	flaherty@thurmanlaw.com
Adam Renner, Associate (Back Up Attorney)	renner@thurmanlaw.com
Linda Freeman, Associate (Back Up Attorney)	freeman@thurmanlaw.com

Contact Information for Key Personnel:

Floyd Norrick, Member, Missouri Bar Number 30447
Direct Line: 636-789-2601 ext. 126
norrick@thurmanlaw.com

Derrick Good, Member, Missouri Bar Number 50300
Direct Line: 636-789-2601 ext. 116
good@thurmanlaw.com

Adam Renner, Associate, Missouri Bar Number 64111
Direct Line: 636-789-2601 ext. 132
renner@thurmanlaw.com

Brandon Moonier, Member, Missouri Bar Number 59931
Direct Line: 636-789-2601 ext. 121
moonier@thurmanlaw.com

David Senkel, Member, Missouri Bar Number 28486
Direct Line: 636-789-2601 ext. 114
senkel@thurmanlaw.com

Professional Membership, Certifications and Licenses:

- Counsel of School Attorneys
- Missouri Bar
- Jefferson County Bar
- Missouri Supreme Court, Appellate Courts and Circuit Courts
- United States Supreme Court
- Eastern District of Missouri & Eighth Circuit Court of Appeals (Federal)
- Missouri Municipal Attorneys Association
- Missouri Association of Trial Attorneys
- American College of Estate Planning Council
- St. Louis Estate Planning Council
- Missouri Ethics Commission
- Missouri Board of Governors

AFFIDAVIT OF NO TAXES DUE

On this 26th day of November, 2019, before me personally appeared Floyd T. Norrick, Managing Member of Thurman, Howald, Weber, Senkel & Norrick, LLC a/k/a Thurman Law Firm ("Thurman"), to me personally known, who being by me duly-sworn does state as follows:

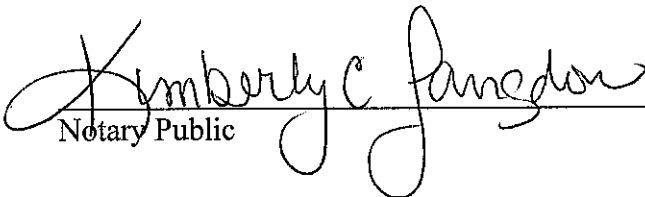
1. I, Floyd T. Norrick, am over the age of eighteen (18) years of age and am of sound mind and capable of making this Affidavit.
2. I have been associated with Thurman since 1982, and a Partner or Member of Thurman since 1987.
3. As of the making of this Affidavit, Thurman does not own any real property and does not owe any delinquent real property taxes or personal property taxes in Jefferson County, Missouri.


Floyd T. Norrick, Managing Member

STATE OF)
) SS
COUNTY OF)

On this 26th day of November, 2019, before me personally appeared Floyd T. Norrick, known to me to be the person described in and who executed the foregoing Affidavit and acknowledged to me that he executed the same as his free act and deed for the purposes therein stated.

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


Notary Public

My Commission Expires:



KIMBERLY C. LANGDON
My Commission Expires
January 15, 2021
Jefferson County
Commission #13642467



**THURMAN
LAW FIRM**

301 Main Street · PO Box 800 · Hillsboro, MO 63050
(636) 797-2601 x126 phone · (636) 797-2904 fax · norrick@thurmanlaw.com

REFERENCES

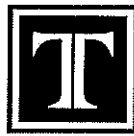
City of Crystal City
Jason Eisenbeis – City Administrator
Crystal City City Hall
Crystal City MO 63019
636-937-4614

Public Administrator
Steve Farmer
Jefferson County Courthouse
PO Box 100
Hillsboro, MO 63050
636-797-5385

Mapaville Fire Protection District
David Brown – Fire Chief
3687 Plass Rd.
Festus, MO 63028
636-937-6302

Public Water District No. 1
Mike Siedler – Executive Director
PO Box 646
Arnold, MO 63010
636-296-0659

Randy Holman – Past Jefferson County Assessor
2180 Sunnyside Rd.
Festus, MO 63028
636-933-0169



THURMAN LAW FIRM

301 Main Street · PO Box 800 · Hillsboro, MO 63050
(636) 797-2601 x126 phone · (636) 797-2904 fax · norrick@thurmanlaw.com

THURMAN LAW FIRM HISTORY

Thurman Law Firm was established in 1948 by J.W. Thurman. Mr. Thurman came to Jefferson County from the Office of the State Tax Commission in Jefferson City where he served as general counsel during most of World War II. He chose to establish a law practice in Jefferson County because it had many of the attributes of the rural southeast upland Ozark country in Reynolds County where he had been raised and which he so dearly loved.

After being in Jefferson County only a short period of time, Mr. Thurman ran for and was elected as the county prosecutor. In those days the position of prosecuting attorney in Jefferson County was not a full-time position, although there were times when the work was more than a part-time prosecutor, who was also engaged in a private civil practice, could properly handle. As prosecutor, Mr. Thurman sought and received approval to hire assistant prosecutors, for the first time in this county's history.

While developing his general civil and criminal practice, Mr. Thurman decided to build a law firm that could offer its clients expertise in various areas of law. He and his first partners found new and young attorneys, some of whom were native to Jefferson County and many of whom were among the top-ranking members of their respective law school graduating classes. These attorneys have each contributed to the development of the firm.

Over the years the firm has developed a reputation for devotion of service to the individual client and small business owner while maintaining a high degree of integrity and professionalism. The firm's clients are primarily from Jefferson and surrounding counties, but we also represent clients from other counties and states with legal matters in Jefferson County and the surrounding areas. We have assisted clients who form, operate, sell or buy businesses, who purchase, sell or develop real estate, who have domestic relations or contractual disputes, who suffer injuries, or who need an estate administered, as well as many other matters in which clients require consultation or litigation services. In addition to these personal and business legal matters, we have also assisted clients whose goals were to satisfy needs of the community. We have represented county residents in forming water, sewer and fire districts, which were needed for the residential and commercial growth of our county, and we continue to represent many such districts.

John W. Howald · David P. Senkel · Floyd T. Norrick · Derrick R. Good · Stephen M. Vighi
· Brandon T. Moonier · Sean M. Flaherty · Adam C. Renner · Linda M. Freeman ·

J.W. Thurman (1902 – 1986) · Louis Jerry Weber (1939 – 2004)

In 1973, the firm built a new office building across the street from the northeast front corner of the county courthouse. It named its location for its founding member, J.W. Thurman. The building and its location are at One Thurman Court. The members of the firm maintain with pride the name, Thurman Law Firm. We continue to maintain the same devotion to service, integrity, professionalism and expertise in serving our clients as Mr. Thurman exemplified when he first established our firm over 60 years ago.

Most recently we expanded our firm once again and opened a second office across the street from One Thurman Court to better serve our growing client base in Jefferson County and the region.

FLOYD T. NORRICK

708 Jerome Drive
Festus, Missouri 63028
636-937-1563

EDUCATION

UNIVERSITY OF MISSOURI – COLUMBIA, SCHOOL OF LAW, Columbia, Missouri
Juris Doctor May 1982

Honors and Activities: The Order of the Coif, Missouri Law Review 1981 - 1982

COLUMBIA COLLEGE, Columbia, Missouri
Bachelor of Arts in History/Government, May 1979

Honors: Alpha Chi, Outstanding Graduate in Government 1978-1979

Activities: Student Government, Student Court

EXPERIENCE

The Thurman Law Firm, Hillsboro, Missouri,
Partner or Member, October 1987 – Present
Attorney at Law, August 1982 -September 1987
Law Clerk, May 1980 – August 1980
Administrative/Managing Member 2005 – 2012, 2015 - present
Supervise and train younger attorneys
Supervise staff and handle various legal matters in wide range of practice areas

Hulen, Hulen, Tatlow & Gump, Moberly, MO
Law clerk, December 1980 – June 1982

Missouri Bar Association
Jefferson County Bar Association
Admitted to practice in the Federal District of Missouri, Eighth Circuit Court of Appeals and
the United States Supreme Court
American Bar Association
Estate Planning Council of St. Louis

COMMUNITY INVOLVEMENT

Jefferson County Growth Association – Board member, President and Vice president
Boy Scout Troop 426 – Adult Leader
Boy Scout Troop 484 – Adult Leader
Cub Pack 482 – Adult Leader
Twin City Little League – Board member, President and Treasurer, Manager & Coach; organize and
supervise District and State Little League Tournaments
First Baptist Church of Festus/Crystal City – member, Board of Directors, President, Chairman of
Nominating Committee, Teacher – youth, Toddlers, and nursery volunteer
Good News Community Church – member, Teacher – Toddlers

DERRICK R. GOOD
6185 Regina Rd
Cedar Hill, Missouri 63016
636-285-2201

EDUCATION

SAINT LOUIS UNIVERSITY, St. Louis, Missouri
Juris Doctor January 2001
Master of Business Administration January 2001

Honors and Activities: Moot Court Regional Team; Moot Court Board and Teaching Assistant; 16 hours of Mediation Training; Rule 13 Certification; Civil Clinic; Consultant/Editor, Federalist Forum; School of Law Scholarship; Phi Alpha Delta; Christian Legal Society; Federalist Society; Student Bar Association; Law Related Education volunteer; Student Government Association, Commuter Representative

MISSOURI SOUTHERN STATE COLLEGE, Joplin, Missouri
Bachelor of Science in Criminal Justice, cum laude, May 1997
Associate of Science in Law Enforcement, second honors, May 1997
Associate of Science in Computer Information Systems, May 1996

Senior Honor's Thesis: Computer Animation and its Implications in the Legal Community

Honors: Alpha Chi, National Honor Society; Omicron Delta Kappa, National Leadership Honor Society; Phi Eta Sigma, National Honor Society; Alpha Phi Sigma, National Criminal Justice Honor Society - President and Founder at MSSC; MSSC Honor's Program graduate

Activities: Pre-Law Club; Kappa Alpha Order; Interfraternity Council Representative; Student Senate; Criminal Justice Student Association; Baptist Student Union, College Republicans

EXPERIENCE

The Thurman Law Firm, Hillsboro, Missouri,
Partner, January 2006 – Present
Attorney at Law, February 2001 – December 2005
Legal Assistant, February 2000 – February 2001
US News and World Reports Best Lawyers
Martindale Hubble AV Rated
St. Louis Magazines Top 100 Lawyers
National Trial Lawyers Top 100
National Trial Lawyers Top 40 under 40
Super Lawyers – Top Rated Lawyer
Super Lawyers – Missouri and Kansas Rising Stars
AVVO Superb Rating

- Supervise staff and Handle various legal matters in wide range of practice areas
- Control and maintain computerized case management system and computer network.

High Ridge Services, LLC, High Ridge, Missouri
Contract Agent, 2005 – 2015

COMMUNITY INVOLVEMENT

Jefferson County Port Authority – abt 2013 – present; President 2016 – present
SunnyHill, Inc – Board of Directors, abt 2005 - present; Chairman 2011 – 2014
Amy's Wish – Chair
Hoofprints On My Heart – Chair
Jefferson County Charter Commission – 2008 Co-Chair
Jefferson County Economic Development Council – 2011 – 2016
Ethics Issues in Estate Asset Management Practices, presenter – The Missouri Bar/Missouri
Judicial Conference Annual Meeting – 2015
Schools, Bathrooms, and Transgenderism, presenter – Eagle Council XLVI, 2017
Member of the Benevolent Protective Order of Elks – High Ridge Lodge #2455 –
abt 1994 - present
St. Louis University Law Clinic
Philanthropic activities include MDA, United Way, Special Olympics, Missouri Southern
State College
Hillsboro Jaycees – President 2001-2002; Outstanding Local Officer Award; Outstanding
Local Chapter Award
Gideon's International – DeSoto Camp New Member Chair; qualified speaker;
Jefferson County Republicans – President
Jefferson County Republican Central Committee
Jefferson County Bar Association – Law Library Committee; abt 2004 - present
Member of various committees for the Jefferson Baptist Association; capital expenditures
2000; finance 2001
First Baptist Church of Cedar Hill ; finance 2001 - 2010; technology 1999 - 2010; Trustee;
Staff Search Committee
Pilgrim's Rest Baptist Church Trustee
American Bar Association
Bar Association of Metropolitan St. Louis; (CLE Committee)
Precious Life Pregnancy Care Center, Board of Directors, Chairman;
February 1999 – Fall 2001
Pregnancy Resource Center of Greater St. Louis-Board of Directors, Personnel committee,
By-Laws committee (chair)
Founding board member of Jefferson County Pregnancy Care Center
Catholic Charities Volunteer of the Year Award for Catholic Legal Assistance – 2006
Northwest Jefferson County Chamber of Commerce – Board of Directors – 2006 to present
Missouri Association of Trial Attorneys
American Trial Lawyers Association
Missouri Republican Attorneys for Civil Justice
National Republican Campaign Committee – Missouri Republican of the Year 2006
National Trial Lawyers Association

Adam Renner

2428 Stonegate Drive
Festus, MO 63028
Cell: 636-543-1279
adamcrenner@gmail.com

EMPLOYMENT

Thurman Law Firm, Hillsboro, MO

Attorney (September 2011-present)

- Practice focused on Probate, Estate Planning, Landlord Tenant, Real Estate, Business Law, Contracts, Collections, Personal Injury, and Social Security Disability

Thurman Law Firm, Hillsboro, MO

Law Clerk (Summer 2011)

- Legal research and preparation of memorandums and pleadings.

Washburn University School of Law, Topeka, KS

Research Assistant (Spring 2011)

- Legal research and preparation of current case summaries.

Kansas Bankers Association, Topeka, KS

Externship (Summers 2009 and 2010)

- Reviewed recent case law and summarized to share with members.
- Researched statutes and regulations regarding banking laws.

Goodell, Stratton, Edmonds, and Palmer Topeka, KS

File Clerk (Summers/School Breaks 2006-2008)

- Filed court documents, delivered packages, and organized files.

EDUCATION

Juris Doctorate, May 2011, *Dean's Honors*

Washburn University School of Law

Bachelor of Science in Criminal Justice, May 2008, *Summa Cum Laude*

University of Central Missouri, Warrensburg, MO

Minor: Business Administration

LICENSES

Admitee, License to Practice Law, 2011

Missouri State Court

United States District Court – Eastern District of Missouri

United States Bankruptcy Court – Eastern District of Missouri

AWARDS

National Advocates Top 40 Under 40, 2017 – 2019

- Wills, Trusts, and Estates

ACTIVITIES

Missouri Bar Association

Jefferson County Bar Association

Jefferson County Parks & Recreation, Soccer Coach

Festus-Crystal City Elks Lodge #1721

Good News Community Church

John W. Howald

Partner



THURMAN
LAW FIRM

Mr. Howald was born in St. Louis in 1935 and grew up in Eureka, Missouri on the family farm in Jefferson County, graduating from Eureka High School in 1953.

He then attended the University of Missouri at Columbia where he majored in Agricultural Economics and graduated with a Bachelor of Science Degree in 1957. While at the University of Missouri Mr. Howald was active in various student organizations, primarily with the University of Missouri marching band and with his undergraduate fraternity, Lambda Chi Alpha. He served as an officer in his fraternity and was president his junior and senior year.

After graduation he served two years in the United States Navy having participated in ROTC at the University of Missouri. Mr. Howald attended the Naval Supply School in Athens, Georgia as a part of his naval career, graduating third in his class and was given choice of duty, electing to serve in an independent duty position on a destroyer escort in the South Pacific.

Upon completing his tour with the Navy, he returned to the Eureka, Missouri area and started an auto parts distribution business. He elected to attend St. Louis University Law School, graduating in 1962, the same year he was admitted to the Bar. While in law school he was a member of the editorial staff of the St. Louis University Law Review in 1961 and 1962 and was selected to be a member of the Order of the Woolsack which is restricted to the top ten percent of a law school graduating class.

Mr. Howald joined the firm in 1964 and served as president of the Jefferson County Bar Association in 1964-1965. He served as a member of the First Young Lawyer's Section Council of the Missouri Bar from 1967 to 1970. He then served as a member of the Board of Governors of the Missouri Bar from 1975 to 1986. He received the Missouri Bar President's Award in 1979 in recognition of his outstanding services to the bar. Mr. Howald served on the Missouri Ethics Commission of the State of Missouri from 1994 to 1998 and was chairman in 1997 and 1998.

John W. Howald · David P. Senkel · Floyd T. Norrick · Derrick R. Good · Stephen M. Vighi · Brandon T. Moonier
Sean M. Flaherty · Adam C. Renner · Linda M. Freeman · Hallie Van Duren
David A. Boresi

J.W. Thurman (1902 - 1986) · Louis Jerry Weber (1939 - 2004)

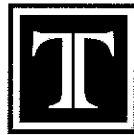
Mr. Howald's practice areas have included trial practice, but he now concentrates in the area of family business, corporate law and estate planning. He is a member of the Estate Planning Council of Greater St. Louis and served as its president in 1980. Mr. Howald was selected a Fellow in the American College of Trust and Estate Counsel in 1981, has served as Chairman of the Missouri Fellows of said college and remains active with the College. Mr. Howald has been listed in "Who's Who in American Law", as well as "Who's Who in America" and appears in recent editions of *Top Attorneys in the St. Louis Area* and *The Best Lawyers in America*.

In addition to being licensed in all Missouri Circuit and Appellate courts, Mr. Howald is licensed to practice in the United States District Court, Eastern District of Missouri, the United States Court of Appeals for the Eighth Circuit, and the Supreme Court of the United States.

Mr. Howald has a long record of service to the community, having been a founding member of the Eureka Jaycees, a past president of the Eureka Jaycees and Chamber of Commerce, served as State Legal Counsel for the Missouri Jaycees, and is a member of the Hillsboro Chamber of Commerce. In addition he is a member of the Jefferson County Growth and Development Association, was a member and president of the Meramec Basin Association and served as a member of the Citizens Advisory Group working on a revised land use plan for the future of Jefferson County. He is a regular speaker to community groups regarding estate planning and business organizations.

David P. Senkel

Partner



THURMAN
LAW FIRM

David Senkel graduated *cum laude* from Creighton University School of Law in 1977 where he was a member of the editorial staff of the Law Review. He joined the firm upon graduation. Since 1981 he has focused his practice on family law matters, particularly litigation of dissolution of marriage (divorce) cases involving substantial and complex financial, business-related and maintenance (alimony) issues. Mr. Senkel also has substantial training and experience in family law mediation and has served as a Court Appointed Special Master in complex family law cases.

Since 1985 – 2017, he served as counsel for the Office of the Jefferson County Assessor, handling property tax-related matters before the State Tax Commission and courts. Also, since 1979, he has been counsel to Community CableVision, Inc., the not-for-profit corporation holding the cable television franchises to seven Jefferson County communities.

He has been a member of the Missouri Bar since 1977 and is a member of its family law section. He is also a member of the Jefferson County Bar Association, having served as its president in 1987-88.

Mr. Senkel lives in the Festus-Crystal City, Missouri area where he has been active in many civic and community organizations. He has served as president of the Crystal City Park and library boards, as well as the executive board of the Jefferson County YMCA. In 1995 he was honored for his contributions to St. Pius X High School.

Mr. Senkel served as an officer in the United States Air Force from 1971-74.

Thurman Law Firm

Page 2

November 26, 2019

(Introductory Paragraph):

Your Practice Areas: **Family Law, Municipal Law, School Law**

Bar Admissions Info: **State of Missouri (1977)**

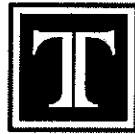
Education Info: **Creighton University School of Law, J.D. (1977)**

Awards/Published Works/Seminars Presented: **U.S. News and Worlds Reports Best Law Firms; Jeffersonian Award Small Business of the Year (2007); Top 10 Best Attorney for Client Satisfaction from American Institute of Family Law Attorneys; National Advocates Top 100 Lawyers**

Charitable/Professional Associations/Community involvement Info: **Officer in United States Air Force (1971-1974); Jefferson County Bar President (1987-1988); Past President of Crystal City, Missouri Park and Library Boards; Past Member of Executive Board of Jefferson County, Missouri YMCA; Youth Sports Coach – Our Lady School, Festus, Missouri; Member of the Missouri Municipal League**

Floyd T. Norrick

Partner



THURMAN
LAW FIRM

Mr. Norrick was born in Washington, Indiana in 1957 and was raised in Eureka, Missouri, graduating from Eureka High School in 1975. He then attended Columbia College, Columbia, Missouri where he majored in history and government, and from which he graduated with a Bachelor of Arts degree in 1979. While attending Columbia College, Mr. Norrick participated in student government, Young Democrats' Club, and other various student activities. He became a member of Alpha Chi, Missouri Epsilon Chapter. While a student in Columbia College's first oral history class, Mr. Norrick collected several oral histories from former Missouri Justices of the Peace, some later became Magistrate Judges. Mr. Norrick was recognized by Columbia College as the outstanding graduate in government for 1978-79.

Mr. Norrick then graduated from the University of Missouri, Columbia School of Law in 1982, the same year he was admitted to the Missouri Bar Association. While a law student he was a member of the editorial staff of the *Missouri Law Review* in 1980-82. His case note "Removal and the Child's Best Interest in Change of Custody Disputes" was published in the *Missouri Law Review*, Volume 47, in 1982. He also prepared a comment regarding structured settlements, then a new concept in personal injury law, under the supervision of Elwood Thomas, a practicing attorney who later was appointed to the Missouri Supreme Court. Mr. Norrick was a member of the Order of the Coif, which is restricted to the upper ten percent of the graduating class.

Mr. Norrick joined the firm in 1982 as an associate and became a partner in 1987. While a member of this firm he has represented numerous clients, including matters concerning real estate and land law, business and corporate law, contracts, wills, trusts, estate planning, probate law, personal injury law, workers' compensation law, social security disability law, domestic law and juvenile law. He has and continues to represent various real estate developers, contractors, subdivision property owner associations, public water, sanitary sewer and fire districts, and individuals and companies organizing business entities and selling or buying businesses and business assets. He also represents owners of rental property, residential and commercial,

including mobile home parks, apartment complexes, houses, store front buildings, strip centers and malls.

In addition to all Missouri Circuit and Appellate Courts, Mr. Norrick is licensed to practice in the United States District Court and United States Bankruptcy Court of the Eastern District of Missouri, the United States Court of Appeals for the 8th Circuit, and the Supreme Court of the United States.

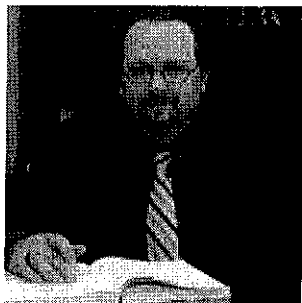
Mr. Norrick became a member of the Missouri and Jefferson County Bar Associations in 1982. He served as president of the Jefferson County Bar Association in 1995-96, after serving as its secretary. He is also a member of the American Bar Association.

Mr. Norrick was married in 1981. His wife, Jan, attended Columbia College and majored in social work. She graduated with a Bachelor of Sciences degree in 1981. They have three children who have graduated high school and college, and each of whom are married. The Norricks reside in Festus, Missouri.

Mr. Norrick is active in his community. He has served as Cub Master, Charter Committee Chairperson, Treasurer and Den Leader of Cub Pack 482, and as an adult leader and Treasurer of Boy Scout Troop 426. He has served as a member of the Board of Directors, President and Treasurer of the Twin City Little League and as a coach for Little League regular season and All-Star teams. He has served at First Baptist Church of Festus-Crystal City as a Sunday school teacher, as a member and chairperson of its nominating committee, and as a member and President of its Board of Directors. He and his family are now members of Good news Community Church, where he and his wife are teachers. He has served as a member of the Board of Directors of Jefferson County Growth Association, including two years as president. He assisted the organizers in forming the Twin City Youth Football Association and the Jefferson County Parks Foundation. He is a member of Elks Lodge #1721. He has addressed various groups and organizations on legal topics.

Derrick R. Good

Partner



THURMAN
LAW FIRM

Mr. Good was born in St. Louis and raised in Jefferson County. He, his wife Wendi, and daughters Aliana and Parker now live in Cedar Hill, Missouri. He graduated cum laude from Hillsboro High School in 1992. After attending one year at Southeast Missouri State University, he attended and graduated from Missouri Southern State University in Joplin, Missouri with degrees in criminal justice and computer information systems. At MSSU Mr. Good was active in various student organizations, primarily within the honors program and his fraternity, Kappa Alpha Order.

After graduating from MSSU, Mr. Good returned to the area to attend St. Louis University's graduate school. He graduated from SLU earning both a Juris Doctorate and Masters in Business Administration in 2001. While in graduate school he served in leadership positions in several organizations and represented St. Louis University Law School at the Regional Moot Court Competition.

Mr. Good joined the firm in 2000 as a law clerk and has continued with the firm since he graduated from law school. Mr. Good is active in the Young Lawyers Association of Jefferson County and is a member of the Jefferson County Bar Association, the Missouri Bar, the American Association of Justice, the Missouri Association of Trial Attorneys, the American Bar Association, the Missouri Republican Attorneys for Civil Justice, and the Republican National Lawyers Association.

Mr. Good is very active in the community, as a founding member and President of the Hillsboro Jaycees, a member of the Northwest Chamber of Commerce, a member of the Board of Directors for the Jefferson County Pregnancy Care Center, Sunny Hill, Inc., and has served on several committees for his local church and for the Jefferson Baptist Association. He is a member of the High Ridge Elk's Lodge #2455. In 2006 Mr. Good was named Catholic Legal Assistance Ministries' Volunteer of the Year by the Arch Diocese of St. Louis. He is also active politically, having served as the President of the Jefferson County Republicans and on the Republican Central Committee. In 2008 he served as a Co-Chair of the Jefferson County Charter

Commission. Also in 2008 Mr. Good was selected for inclusion in Super Lawyers—Rising Stars Edition 2008, an honored reserved for no more than 2.5% of the attorneys in the state.

Mr. Good concentrates his practice in the areas of personal injury law, including wrongful death suits, motor vehicle accidents, general litigation, juvenile law, estate planning, corporate, and business law.

Stephen M. Vighi

Partner



Stephen M. Vighi was born on June 27, 1973. He was married in April, 2005 and resides in Jefferson County. He is a member of the Jefferson County Bar Association and he is President of the Young Lawyers Association of Jefferson County.

He went to Chaminade College Preparatory High School in St. Louis where he graduated, with honors, in 1991. He received his Bachelor Degree from Washington University in St. Louis in 1995. He graduated with a double major in History and Political Science and was a member of the Sigma Alpha Epsilon fraternity.

He is a 1998 graduate of St. Louis University School of Law. While in law school Mr. Vighi volunteered for Legal Services of Eastern Missouri. He was admitted to the Missouri Bar in October 1998 and the Illinois Bar in 1999.

Mr. Vighi has concentrated in criminal defense in Jefferson County since December 2000. Mr. Vighi has represented thousands of clients in all types of criminal matters, taking many to trial, including, major felonies such as Robberies, Burglaries, Assaults, Weapons Offenses, Drug Manufacturing and Drug Possession cases.

Mr. Vighi also defends all misdemeanor; Driving While Intoxicated and Driving While Revoked cases as well as all minor traffic offenses.

He has also assisted Jefferson County in its establishment of the Juvenile Drug Court and is a member of the Juvenile Drug Court team. He is the only Defense Attorney on the team and is dedicated to the development of alternatives to incarceration for the Juveniles of Jefferson County.

Mr. Vighi has developed a large amount of trial experience in not only Criminal matters but also in assisting clientele in civil matters. Mr. Vighi represents clients in family law matters including dissolutions, modifications, paternity actions and parental right issues. He has both prosecuted and defended *ex-parte* Adult Abuse Orders and Child Protection orders.

Mr. Vighi also represents clients in various civil litigation matters such as contractual disputes and governmental and municipality disputes.

He also practices in St. Francois, Ste. Genevieve, Washington and Franklin counties.

Brandon T. Moonier, Partner



A life-long Jefferson County resident, Moonier graduated from Crystal City High School and attended Jefferson College, receiving an Associate of Arts degree in 2002. In 2004, he graduated with honors from the University of Missouri-Columbia with a Bachelor's Degree in Political Science. He received a Juris Doctorate Degree, graduating with honors, from St. Louis University School of Law in 2007. As a member of the St. Louis University Public Law Review, Mr. Moonier's article, titled "The Legal Game Behind Fantasy Sports: Copyright Protection and the Right of Privacy in Professional Performance Statistics", was published in first issue of Volume XXVI of the 2007 *St. Louis University Public Law Review*.

Mr. Moonier joined the Thurman Law Firm, in September of 2007 and became a Partner in 2011. Mr. Moonier specializes in real estate and contract litigation/transactions, developing estate plans and representing municipal entities. Further, Mr. Moonier has gained nationwide recognition for his work in representing landowners in telecommunication/cell tower leases and disputes.

For the past 6 years, Mr. Moonier has been the only Jefferson County attorney selected by Super Lawyers as a Missouri and Kansas Rising Star in the real estate field. Each year, no more than 2.5 percent of the lawyers in Missouri are selected to receive this honor. In 2016, the Senate Faculty of Jefferson College selected Mr. Moonier as the Jefferson College Alumnus of the Year for distinction in his field of employment and community service. While at the Firm, the Firm has been named in the U.S. News and World Reports Best Law Firms and received the Jefferson County Growth Association's Jeffersonian Award for Small Business of the Year.

Mr. Moonier prides himself on being dedicated to his community and is a past president and current member of the Rotary Club of Festus/Crystal City, Missouri. Having adopted two foster children of his own, Mr. Moonier also serves as a President for Court Appointed Special Advocates of Jefferson County (CASA) which advocates for foster children in the juvenile court system. Mr. Moonier also serves on the Jefferson College Foundation Board and the St. Pius X High School Strategic Plan Committee.

Mr. Moonier currently resides in Festus, Missouri, with his daughter Eliza, sons Jakob and Jionni, and wife, Erica, who is a premier services banker with BMO Harris Bank.

CNA Connect

Renewal Declaration

POLICY NUMBER B 5094656345	COVERAGE PROVIDED BY TRANSPORTATION INSURANCE COMPANY 151 N Franklin CHICAGO, IL 60606	FROM - POLICY PERIOD - TO 10/10/2019 10/10/2020
INSURED NAME AND ADDRESS THURMAN, HOWALD, WEBER, SENKEL AND NORRICK, LLC 1 THURMAN CT HILLSBORO, MO 63050		
REFER TO ADDITIONAL NAMED INSUREDS SCHEDULE		
AGENCY NUMBER 074705	AGENCY NAME AND ADDRESS CHARLES L CRANE AGENCY CO. 100 N BROADWAY, STE. 900 SAINT LOUIS, MO 63102 Phone Number: (314)241-8700	
BRANCH NUMBER 150	BRANCH NAME AND ADDRESS ST LOUIS BRANCH BOX 12 STE 310 530 MARYVILLE CENTRE DR SAINT LOUIS, MO 63141 Phone Number: (314)317-2300	

This policy becomes effective and expires at 12:01 A.M. standard time at your mailing address on the dates shown above.

The Named Insured is a Corporation.

Your policy is composed of this Declarations, with the attached Common Policy Conditions, Coverage Forms, and Endorsements, if any. The Policy Forms and Endorsement Schedule shows all forms applicable to this policy at the time of policy issuance.

The Estimated Policy Premium Is \$8,216.00

Terrorism Risk Insurance Act Premium \$122.00

Audit Period is Not Auditable



Workers Compensation And Employers Liability Insurance
Information Page

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY INFORMATION PAGE

Policy Information

Coverage Provided By	Policy Number
American Casualty Company of Reading, Pennsylvania a Stock Insurance Company 151 N Franklin St Chicago, IL 60606 NCCI Carrier Code: 10030	Policy Number: WC 5 94656412 Renewal of: WC 5 94656412

Item 1 Named Insured and Mailing Address

THURMAN, HOWALD, WEBER, SENKELAND
NORRICK, LLC
1 THURMAN CT
HILLSBORO, MO 63050

Producer Information

CHARLES L CRANE AGENCY CO.
100 N BROADWAY
STE 900
SAINT LOUIS, MO 63102

Producer Processing Code: 150-074705

Type of Entity: Limited Liability Company
FEIN Number: 43-0679313

If there are other Named Insureds: See Name and Address Schedule attached.

If there are other work places not shown above: See Name and Address Schedule attached.

Item 2 Policy Period

10/10/2019 to 10/10/2020 at 12:01 a.m. Standard Time at the Named Insured's mailing address shown above.

Anniversary Rating Date: NONE

Item 3 A. Workers Compensation Insurance: Part One of this policy applies to the Workers Compensation Law of the states listed here:

States: MO

Item 3 B. Employers Liability Insurance: Part Two of this policy applies to work in each state listed in Item 3 A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$500,000	each accident
Bodily Injury by Disease	\$500,000	policy limit
Bodily Injury by Disease	\$500,000	each employee

WC000001

Form No: P-33398-E (06-1987)
Information Page; Page: 1 of 2
Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 5 94656412
Policy Effective Date: 10/10/2019
Policy Page: 11 of 35

**Lawyers' Professional
Liability Insurance
DECLARATIONS**

Policy Number: 0001283 -- 2019 (LPL-MO-FUL) Subproducer: Yavitz Insurance Agency, Inc.

Item 1. Policyholder:

Thurman, Howald, Weber, Senkel & Norrick
#1 Thurman Court, P.O. Box 800
Hillsboro, MO 63050

Item 2. Policy

Effective: 09/19/2019 Expiration: 09/19/2020
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	\$1,000,000 Each Claim	\$32,009.00
	\$2,000,000 Aggregate	
	\$5,000 Deductible	

Endorsements to this policy: TBP-02

MO-100 TBP-09 TBP-106 TBP-109 TBP-145 TBP-150 TBP-24 TBP-24 MO-50
TBP-59 TBP-64

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

Policyholder: Thurman, Howald, Weber, Senkel & Norrick

DAVID P SENKEL
DERRICK R GOOD
SEAN M FLAHERTY

FLOYD T NORRICK
LINDA FREEMAN
ADAM C RENNER

JOHN W HOWALD
BRANDON TYLER MOONIER
STEPHEN M VIGHI

Countersigned By:



Date: 09/05/2019

PAID

2018 PERSONAL PROPERTY

ACCT # 090105
VALUE 13,140
TAX RT 6.866600

THURMAN HOWALD WEBER SENKEL & NORRICK LLC
PO BOX 800
HILLSBORO, MO 63050-0800

<u>TAX DISTRICT</u>	<u>TAX</u>
CITY OF HILLSBORO	69.92
HEALTH UNIT TAX	14.18
HILLSBORO FIRE	68.30
HILLSBORO SCHOOL	606.88
HILLSBORO SPECIAL	25.79
JC DEV DISABILITIES	12.02
JEFFERSON COLLEGE	43.57
MENTAL HEALTH TAX	12.02
PARK TAX	3.59
STATE TAX	3.94
** DATE PAID 12/21/2018 ** VALLE AMBULANCE	42.06

TOTAL TAXES 902.27

TOTAL PAID 902.27

Z - Business Value 1 13,140
Total Value: 13,140

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

Phone: 636-797-5406

PAID

2018 PERSONAL PROPERTY

ACCT # 567303
VALUE 150
TAX RT 6.866600

THURMAN HOWALD WEBER SENKEL & NORRICK LLC
PO BOX 800
HILLSBORO, MO 63050-0800

<u>TAX DISTRICT</u>	<u>TAX</u>
CITY OF HILLSBORO	0.80
HEALTH UNIT TAX	0.16
HILLSBORO FIRE	0.78
HILLSBORO SCHOOL	6.92
HILLSBORO SPECIAL	0.29
JC DEV DISABILITIES	0.14
JEFFERSON COLLEGE	0.50
MENTAL HEALTH TAX	0.14
PARK TAX	0.04
STATE TAX	0.05
** DATE PAID 12/21/2018 ** VALLE AMBULANCE	0.48
TOTAL TAXES	10.30
TOTAL PAID	10.30

Z - Business Value 1 150
Total Value: 150

BETH MAHN
COUNTY COLLECTOR
HILLSBORO, MO 63050

Phone: 636-797-5406

E-Verify Employment Eligibility Verification

Exit

**Company Information**

Company Name: Thurman, Howald, Weber, Senkel & Norrick, LLC
Doing Business As (DBA) Name: Thurman Law Firm
DUNS Number:

[View / Edit](#)**Physical Location:**

Address 1: 301 Main Street
Address 2:
City: Hillsboro
State: MO
Zip Code: 63050
County: JEFFERSON

Mailing Address:

Address 1: PO Box 800
Address 2:
City: Hillsboro
State: MO
Zip Code: 63050

Additional Information:

Employer Identification Number: 430679313
Total Number of Employees: 20 to 99
Parent Organization:
Administrator:
How did you hear about E-Verify? State and Local Government
Other Marketing Channel:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES (541)

[View / Edit](#)**Hiring Sites:**

MISSOURI 1

[View / Edit](#)**E-Verify Users:**

Last Name	First Name	M.I.	Phone	E-mail
Norrick	Floyd		(636) 797 - 2601 ext. 126	norrick@thurmanlaw.com
Langdon	Kimberly		(636) 797 - 2601 ext. 111	klangdon@thurmanlaw.com
Good	Derrick		(636) 797 - 2601 ext. 128	good@thurmanlaw.com

MOU Signatory

[View / Edit](#)

I certify that the information provided for this registration is correct. I am aware that Federal law provides for imprisonment and/or fines for knowing false statements or other fraudulent conduct in connection with this registration. I am aware that providing any false information may be grounds for terminating participation in E-Verify.

☒ I agree[Register Employer](#)



Employment Eligibility Verification Tutorial

[Tutorial Home](#) | [Exit Tutorial](#) | [Log Out](#)

E-Verify Program Administrator Tutorial for Employers 30 of 30

Knowledge Test Results



Congratulations!



Kimberly Langdon (KLAN1914), your score is 100%

Kimberly Langdon, you successfully completed this tutorial and passed the E-Verify Knowledge Test on January 05, 2018.

Use your browser's print capability to obtain a copy of this page for your records.

To use E-Verify, select 'Exit Tutorial.'



REMINDER: You must visit 'View Essential Resources' to read the E-Verify User Manual, and you must print and clearly display the 'Notice of E-Verify Participation' and 'Right to Work' posters in all languages supplied by DHS.