

R.C.P.  
10/12/10

R. 17355

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT**, made and entered into on this 11 day of October, 2010, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County," and **GLEN NEWTON**, 11411 Norledge, Sugar Creek, MO 64054, hereinafter called "Investigator."

**WITNESSETH:**

**WHEREAS**, the County has determined that it is in the best interest of its citizens to contract for the services of an investigator for the Kansas City Prosecutor's Office; and,

**WHEREAS**, **Investigator** has the expertise to provide such services; and

**WHEREAS**, **Investigator** has agreed to perform investigative services in accordance with the terms, conditions, and covenants as set forth in this Agreement; and

**WHEREAS**, **Investigator** and the County have agreed to be bound by the provisions hereof;

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

1. **Professional Services**. **Investigator** shall fulfill his contractual obligations by providing temporary investigative services for the Kansas City Prosecutor's Office, including but not limited to the service of subpoenas and summons, running criminal histories, obtaining certified copies of prior convictions and prior incidents, obtaining evidence and photos from police agencies, obtaining master files from police agencies for cases, and making copies of CDs and DVDs for defense counsel.

2. **Independent Contractor**. **Investigator** shall work as an independent

**FILED**  
OCT 11 2010  
MARY JO SPINO  
COUNTY CLERK

contractor and not as an employee of the County. **Investigator** shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. **Investigator** shall report all earnings received hereunder as gross income, and be responsible for his own Federal, State, and City withholding taxes and all other taxes, and shall operate his business independent of the business of the County except as required by this Agreement.

3. **Terms for Payment.** The County shall pay **Investigator** a total amount not to exceed \$6,393.60 for this contract period. **Investigator** shall submit monthly invoices, at an hourly rate of \$19.98 per hour, for a total amount payable under this contract not to exceed \$6,393.60.

4. **Expenses.** **Investigator** shall pay all of his own expenses under this Agreement.

5. **Duration and Termination.** This Agreement shall be effective on October 5, 2010, and shall continue through December 15, 2010, unless sooner terminated. **Investigator** or the County may terminate this Agreement for any reason by giving three (3) days' written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or **Investigator** may be entitled to receive or be obligated to perform under this Agreement for services prior to the date of termination, but payment pursuant to paragraph 3 of this Agreement shall terminate as of the date of said notice, and shall be prorated through that date. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by the **Investigator** to the County within ten (10) days of the termination of this

Agreement.

6. **Assignment.** **Investigator** agrees, in addition to all other provisions herein, that **Investigator** shall not assign any portion or the whole of this contract without the prior written consent of the County.

7. **Time of the Essence.** Timely performance of all duties provided herein is of the essence of this Agreement.

8. **Remedies for Breach.** **Investigator** agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and **Investigator's** failure to do so shall represent and constitute a breach of this Agreement. In such event, **Investigator** consents and agrees as follows:

(1) The County may without prior notice to **Investigator** immediately terminate this Agreement; and,

(2) The County shall be entitled to seek any available legal remedy and to collect from **Investigator** all costs incurred by the County as a result of said breach including reasonable attorney's fees, costs and expenses.

9. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

10. **Conflict of Interest.** **Investigator** warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested


in or receive any benefit from the profits or emoluments of this agreement.

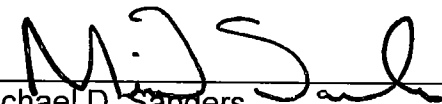
11. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

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

**GLEN NEWTON**

**JACKSON COUNTY, MISSOURI**

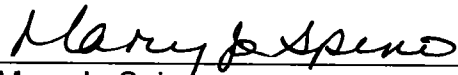
By   
I.D. # 491-42-5108

By   
Michael D. Sanders  
County Executive

**APPROVED AS TO FORM**

**ATTEST:**

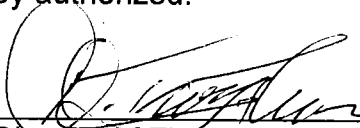
By   
William Snyder  
Acting County Counselor

By   
Mary Jo Spino  
Clerk of the Legislature

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$6,393.60 which is hereby authorized.

  
Date

  
Director of Finance and Purchasing  
Account Number 001-4101-56080  
41012010001