

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 9th day of March, 2022, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **ENCOMPASS RESOLUTION, LLC**, 3 East 57th Terrace, Kansas City, MO 64113, hereinafter called "Legal Counsel."

WITNESSETH:

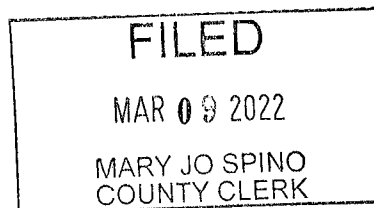
WHEREAS, Legal Counsel has agreed to provide specialized legal investigative and consulting services and assistance to the County in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Legal Counsel and the County have agreed to be bound by the provisions hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Legal Counsel respectively promise, covenant and agree with each other as follows:

1. Legal Counsel shall provide specialized service and assistance to the County relating to the investigation of a complaint for the Human Resources Department, as is more specifically set out in the engagement letter dated January 31, 2022, which is attached hereto as Exhibit A and incorporated herein by reference.

2. Legal Counsel shall work as an independent contractor and not as an employee of the County. Legal Counsel shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Legal Counsel shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes,



and operate its business independent of the business of the County except as required by this Agreement.

3. The County shall pay Legal Counsel for services rendered under this Agreement at the hourly rate of \$250.00, in a total amount not to exceed \$7,500.00. Legal Counsel shall invoice County monthly for its services and County shall pay Legal Counsel promptly upon receipt of Legal Counsel's statement.

4. Legal Counsel shall be entitled to the reimbursement of the ordinary and necessary expenses of its work under this agreement, with the understanding that its total amount payable hereunder for fees and expenses shall not exceed \$7,500.00 without a formal amendment to this Agreement.

5. This Agreement shall be effective January 1, 2022, and shall extend until December 31, 2022, unless sooner terminated. Legal Counsel or the County may terminate this Agreement by giving five (5) days' written notice to the other party, except as otherwise provided in Paragraph 6 of this Agreement. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Legal Counsel may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by the Legal Counsel to the County within three (3) days of the demand of the County.

6. Legal Counsel promises, covenants, and agrees, in addition to all other provisions contained herein that during the term of this Agreement, and for a period of six (6) months thereafter, Legal Counsel shall not do either of the following:

(a) assign any portion or the whole of this contract without the prior written consent of the County;

(b) utilize the form or substance of any Agreement or documents of every description used in any and all business operations of the County.

In the event Legal Counsel breaches this provision the County shall be entitled to collect any and all profits, gains, benefits and properties of every description received by Legal Counsel as a result of said breach. Further, the County shall be entitled to collect any and all profits, gains, benefits, and properties of every description received by Legal Counsel as a result of said breach.

7. Legal Counsel promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement and Legal Counsel's failure to so observe and perform in accordance with said terms, provisions, and requirements of this Agreement shall represent and constitute a breach of this Agreement and in such event, Legal Counsel consents and agrees as follows:

(a) The County may without prior notice to Legal Counsel immediately terminate this Agreement; and,

(b) In addition to the foregoing, the County shall be entitled to petition and receive from any Court a temporary and/or permanent injunction against Legal Counsel; and,

(c) In addition to all of the foregoing, the County shall be entitled to collect from Legal Counsel all costs incurred by the County as a result of said breach including reasonable attorney's fees, reasonable accountant's fees, investigation expenses, court costs and sheriff's mileage and service fees without limitation by enumeration.

8. 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

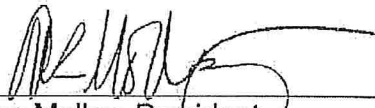
shall be deemed dependent upon any other covenant or provision unless so expressed herein.


9. 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.

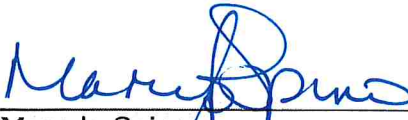
ENCOMPASS RESOLUTION

JACKSON COUNTY, MISSOURI

By 
Ann Molloy, President
Federal Tax I.D. No. 26-0847421

By 
Bryan O. Covinsky
County Counselor

ATTEST:


Mary Jo Spino
Clerk of the Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of **\$7,500.00** which is hereby authorized.

3-8-2022
Date


Director of Finance and Purchasing
Account No. 001-1101-56020

CT 110122004 MR