

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective January 1, 2012, and is made between the JACKSON COUNTY DRUG TASK FORCE (hereinafter called "Task Force") and WILLIAMS & CAMPO, P.C. (hereinafter called "Attorneys").

WITNESSETH:

WHEREAS, the Task Force has agreed to retain and employ Attorneys for the performance of legal services as set forth in this Agreement; and

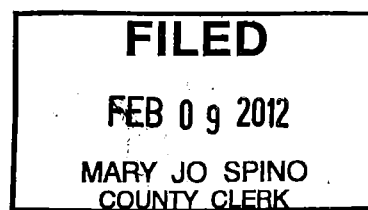
WHEREAS, Attorneys accept such engagement and employment under the terms set out in this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the terms and provisions herein contained, Task Force and Attorneys do respectively agree to the following:

1. **Services Provided.** The Attorneys will make counsel available for the purpose of providing legal services to the Task Force, as follows:
 - a. Attend Task Force meetings as required and provide any legal advice or information requested; and
 - b. Review and/or draft any documentation or contracts which may be required by the Task Force; and
 - c. Provide such legal services to include litigation services as may be required by the Task Force.

2. **Independent Contractor.** Both the Task Force and Attorneys agree that Attorneys will act as independent contractors in the performance of their duties under this Agreement. Accordingly, attorneys shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Attorneys' activities in accordance with this Agreement. As an independent contractor, and not an employee of the Task Force, Attorneys shall not be entitled to any benefits not expressly set forth herein.

3. **Term of Agreement.** This Agreement shall begin January 1, 2012, and shall end December 31, 2012. Either party may terminate the agreement at any time, for any reason, by serving thirty (30) days written notice upon the other party, or by mailing the notice of same to the party's last



known address. This Agreement may be extended by the mutual agreement of the parties beyond the termination date by a written extension agreement.

4. **Rights and Duties Upon Termination of Agreement.** No work in progress shall be completed by Attorneys unless requested by the Task Force. All contractual obligations in accordance with this Agreement shall remain in effect with respect to the winding down of all contractual relations between the parties. Attorneys shall deliver to the Task Force all papers and other materials related to the work performed by Attorneys in accordance with this Agreement. The Task Force agrees to pay all costs of storage or transport of such items.

Except specifically provided herein, all rights and liabilities of the parties arising out of this Agreement shall cease upon termination of this Agreement.

5. **Compensation, Costs, Expenses and Payment.** The Task Force shall pay the Attorneys for the professional services to be provided a professional hourly fee of One Hundred Forty Five Dollars (\$145.00) which shall be applicable to all firm attorneys. The Attorneys shall submit to the Task Force an itemized bill for services rendered for the previous month before the 10th day of the following month. The Attorneys' billing shall reflect descriptive entries and time allocations and shall include any approved advanced expenses. The Attorneys will not charge for travel to and from the Task Force's meetings, will not charge for local facsimiles, will not charge for long distance telephone charges (including facsimiles), and will not charge for in-house photocopies which do not exceed 100 copies a month. The parties do incorporate by reference as if fully set out herein Exhibit A which contains the ADDITIONAL TERMS OF ENGAGEMENT between the Attorneys and the Task Force.

6. **Confidential Information.** Attorneys agree that, except as required in performing their duties under this Agreement, Attorneys will not directly or indirectly use, disseminate, disclose, lecture upon or publish articles concerning confidential information disclosed to or known by them as a consequence of or through their representation of the Task Force.

7. **Severability and Governing Law.** Each of the provisions of this Agreement shall be enforceable independently of any other provision of this Agreement. In the event of any dispute arising under this Agreement, it is agreed between the parties that the law of the State of Missouri will govern the interpretation, validity and effect of this contract without regard to the place of execution or place of

performance thereof.

8. **Complete Agreement.** This document contains the entire agreement between the parties relating to the subject matter hereof. This Agreement can only be modified by another written agreement signed by both the Task Force and Attorneys. This Agreement shall be binding upon both the Task Force and Attorneys, and their respective legal representatives and successors in interest.

9. **Personal Nature and Agreement.** This Agreement is between the Task Force and Attorneys, and neither party can delegate or assign any of its rights or duties to anyone else without the express written consent of the other party.

10. **Waiver of Breach.** The Failure of either party at any time to require the performance of the other of any of the provisions herein shall in no way affect the respective rights of either party to enforce the same nor shall waiver by either party of any breach of the provisions hereunder be construed to be a waiver of any succeeding breach or as a waiver or modification of the provisions of this agreement itself.

11. **Notices.** Any notices required or permitted to be given under the provisions of this Agreement shall be in writing and delivered personally, or by certified or registered mail, postage prepaid, return receipt requested.

12. **Time is of the Essence.** Timely performance of all duties and obligations recited herein is of the essence under this Agreement.

13. **Remedies for Breach.** In the event of the breach or threatened breach of any provision of this Agreement by a party thereto, the non-breaching party shall be entitled to injunctions, both preliminary and permanent, enjoining and restraining such breach or threatened breach. Such remedies shall be in addition to all other remedies available at law or in equity including the non-breaching party's right to recover from the breaching party any and all damages that may be sustained as a result of the breach, including but not limited to reasonable attorney's fees, reasonable accountants' fees, investigation expenses, and court cost.

14. **Indemnification/Insurance.** Attorneys agree to indemnify and hold harmless the Task Force, its agents, officers and employees, for and from all claims, suits and judgments for the death of or injury to any person, and for the loss of or damage to any property, arising from Attorneys' performance

under this Agreement, including responsibility for attorneys' fees in defense or prosecution of any action involving such death, injury or damage. Attorneys shall maintain professional liability insurance and general liability insurance with a coverage limit of no less than One Million Dollars (\$1,000,000.00) and shall further maintain required statutory workers' compensation coverage. Attorneys' Certificate of Insurance is attached hereto as Exhibit B and incorporated herein by reference.

15. **Other Employment.** Attorneys shall not be prevented from accepting or continuing other employment by reason of the employment as set forth in this Agreement provided that such other employment does not create any conflicts of interest or other ethical consideration which would not allow the Attorneys to continue with such employment. Attorneys agree to devote all necessary time to properly represent the Task Force in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of January,

2012

JACKSON COUNTY, MO
By *Michael D. Sanders*
Michael D. Sanders, County Executive

"TASK FORCE"
JACKSON COUNTY DRUG TASK FORCE

By: *John Spaul*
Title: *Chairman Bd of Directors*

APPROVED AS TO FORM:
By *W. Stephen Nixon*
W. Stephen Nixon, County Counselor

ATTEST BY:
Mary Jo Spino
Mary Jo Spino, Clerk of the County Legislature

"ATTORNEYS"
WILLIAM & CAMPO, P.C.

By: *Paul A. Campo*
Paul A. Campo

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 \$ 10,000.⁰⁰ which is hereby authorized.

February 7, 2012
Date

Paul A. Campo
Director of Finance and Purchasing
Acct. # 008-4151-6790

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