

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 4th day of October, 2019, 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 September 30, 2019 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,

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MARY JO SPINO
COUNTY CLERK

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 \$7,000.00. 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 \$7,000.00 without a formal amendment to this Agreement.

5. This Agreement shall be effective September 30, 2019, and shall extend until December 31, 2019, 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. Pursuant to §285.530.1, RSMo, Legal Counsel assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Legal Counsel shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

10. 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

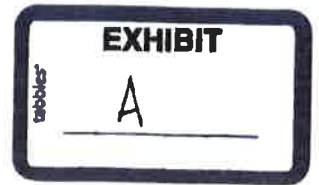
I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$7,000.00 which is hereby authorized.

Date 10-2-2019



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

11012019025
HR



encompass
resolution

Training • Investigation • Mediation

3 East 57th Terrace • Kansas City, MO 64113 • 816.523.0896

www.encompassresolution.com

Ann Molloy, President
amolloy@encompassresolution.com

September 30, 2019

Sent via email

Jay Haden
Chief Deputy County Counselor
Jackson County, Missouri

Re: Investigation: COMBAT

Dear Mr. Haden:

Thank you for contacting Encompass Resolution, LLC, to investigate the recent concerns arising out of the COMBAT group. I am submitting this engagement letter for your approval. Please contact me if you have any questions or would like to discuss any possible modifications.

The client will be Jackson County Missouri and not any of its individual officials, agents, or employees. You have asked us to conduct an independent investigation and make an objective assessment of the facts, including making credibility assessments, free from any influence by anyone associated with Jackson County Missouri or any of its agents. Jackson County Missouri specifically acknowledges and agrees that our fee is not in any way contingent on the outcome of the investigation.

Fees are based on the amount of time spent on the matter and billed at our reduced hourly rate of \$250. If any associate of Encompass Resolution is called up on to testify about this matter, all time dedicated to that project – including but not limited to preparation, deposition and/or testimony at trial – shall be compensated at our then-current hourly rate.

Jay Haden
September 30, 2019
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If this letter accurately reflects your understanding of the terms and conditions of our engagement, please have it signed below and forward a copy to this office by post or email.

Thank you very much for the opportunity to work with you on this matter.

Sincerely,

ENCOMPASS RESOLUTION, LLC

/s/

Ann Molloy

Signature _____ Date _____

EXHIBIT B

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Encompass Resolution, LLC**, has no employees working in connection with services contracted by Jackson County, MO; and, **Encompass Resolution, LLC**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

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.)

[Signature]
Authorized Representative's Signature
President
Title

Ann K. Molloy
Printed Name
14 Sept 2019
Date

Subscribed and sworn before me this 14th day of September, 2019. I am commissioned as a notary public within the County of Johnson, State of Kansas, and my commission expires on 11/15/2022.

[Signature]
Signature of Notary

9/14/19
Date

