

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 23rd day of December, 2020, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **HF LAW FIRM**, 6212 W. 121st St., Leawood, KS 66209, 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 discrimination complaints within the Jackson County Sheriff's Office and Human Resources Department, as is more specifically set out in the engagement letters dated August 04, 2020, attached hereto as Exhibits A and B, and incorporated by reference.

2. Legal Counsel shall work as an independent contractor and not as an employee of the County or Corporation. Legal Counsel shall be subject to the direction of the County or Corporation 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

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DEC 23 2020
MARY JO SPINO
COUNTY CLERK

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 fees at the rates stated in Exhibit A and Exhibit B under this Agreement, in a total amount not to exceed \$7,000.00. Legal Counsel shall bill County monthly for its services, and County shall pay Legal Counsel promptly upon receipt of Legal Counsel's statement.

4. Legal Counsel shall also be entitled to the reimbursement of its reasonable and necessary expenses incurred in the course of its performance of services under this Agreement, provided that the total amount payable hereunder for professional fees and expenses shall not exceed \$7,000.00.

5. This Agreement shall commence as of August 4, 2020, and continue until December 31, 2020, unless sooner terminated. Legal Counsel or the County may terminate this Agreement by giving five days written notice to the other party, except as otherwise provided in Paragraph 7 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 Legal Counsel to the County within three 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 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; and,

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 C, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

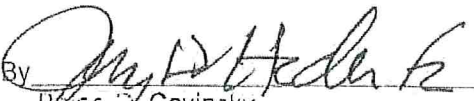
10. This Agreement incorporates the entire understanding and agreement of the parties.

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

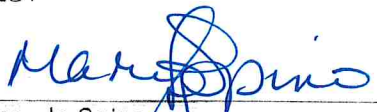
HF LAW FIRM

JACKSON COUNTY, MISSOURI


02 - 1772247
Federal I.D. No.

By 
Byron D. Covinsky
County Counselor

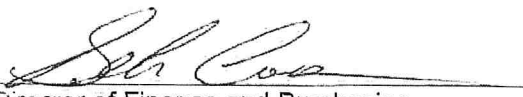
WITNESSES

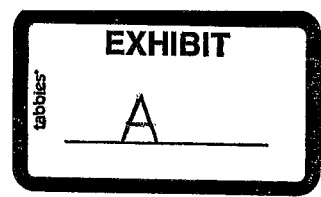

Mary Jo Spino
Mary Jo Spino

REVENUE CERTIFICATE

I hereby certify there is a balance otherwise encumbered 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.

12-23-2020
Date


Director of Finance and Purchasing
Account No. 001-1101-56020
PC#11012020032



HF LAW FIRM LLC

Christi J. Hilker
6212 W. 121st Street
Leawood, Kansas 66209
816.739.0107
christi@hfllawfirmllc.com

August 4, 2020

VIA ELECTRONIC MAIL ONLY

Dawn Joanna Diel
Deputy County Counselor
Jackson County Courthouse 2nd Floor
415 East 12th Street
Kansas City, Missouri 64106

Re: Terms of Engagement
Investigation of Complaint (Sheriff's Department)

Dear Dawn:

Thank you for selecting HF Law Firm LLC to assist you. It is our standard practice to confirm with a client the scope of the services we will provide and the basis upon which we will bill fees and expenses. The purpose of this letter is to provide that confirmation. This letter will govern all legal services we perform related to the above-referenced matter commencing on the date we first perform legal services for you.

Scope of Engagement

You have asked and we have agreed to investigate a complaint of possible harassment/discrimination within the Sheriff's Department.¹ In the event you request that we undertake additional matters for you, or the scope of our representation changes, we will confirm with you the scope of the legal services to be provided. However, any additional representation will not be governed by the terms and conditions of this agreement unless we mutually agree otherwise.

Our representation will be deemed concluded after completion of the specific matters for which we have been engaged, and we will have no continuing obligation to

¹ As we discussed, I will conduct witness interviews via Zoom video due to the current pandemic and mask requirements. It is my experience that in-person meetings with masks are less effective than virtual meetings without masks in the context of investigations of this nature.

update or advise you with respect to the effect that changes in the facts or the applicable laws or regulations may have on your future rights and liabilities.

Fees and Expenses

Our fees are based on the amount of time devoted to your matter. Any estimates of fees that may be provided from time to time are not guaranteed amounts and actual fees may vary from such estimates. As we discussed, I will conduct this investigation, and my standard hourly rate is two hundred ninety-five dollars (\$295.00) per hour. We bill on a monthly basis for professional fees and for reimbursement of expenses incurred in connection with this engagement. Unless otherwise negotiated, we bill our standard rate for travel time. Invoices will be submitted to, and paid by, Jackson County.

Payment is due upon receipt of our monthly statements. If we do not receive comment about the statement within thirty days of the date it is mailed, we will assume you have reviewed the statement and find it acceptable. Statements not paid within thirty days of mailing will be subject to a late charge of 1% per month on the unpaid balance commencing from the date of the statement and continuing until paid. If a statement remains unpaid for more than ninety days, we may, consistent with our ethical obligations and judicial requirements, cease performing services for you until arrangements satisfactory to HF Law Firm have been made for payment of arrearages and future fees. You agree that, in such an event, we have the right to withdraw as your attorney(s) from any matter or proceeding in which we may be engaged.

Our statement of services may contain information that some (but not all) courts would consider protected by the attorney-client privilege. The privilege, if available, could be deemed waived if someone other than the client sees the privileged material. Therefore, we recommend that you keep all of our statements in a segregated file marked "Attorney-Client Privileged Materials" and keep the file in a secure place.

Termination of Representation

You may terminate our services at any time. Likewise, we reserve the right to withdraw from our representation if we deem such withdrawal to be advisable or necessary, subject to applicable rules of professional conduct. We further reserve the right to withdraw as allowed by the canons of ethics or as may be allowed by the court. If our representation is terminated for any reason by you or by us, you will remain obligated to pay for the professional services rendered and the expenses incurred up to the date of the termination.

Return of Files/Documents

Upon conclusion of services, we will return original documents and files to you. Copies and other related records will be retained by the firm as required by law and thereafter destroyed. Should you wish to have such records retained for a certain period of time, please provide written notice as soon as possible upon conclusion of services.

No Guarantee

Although we intend to provide the highest quality legal services, we cannot guarantee any result and we make no such promises or guarantees. Matters are ultimately determined by factors that are beyond our control such as the facts of the case, administrative determinations, judicial rulings, jury determinations, and applicable laws. Our comments about the possible outcome of a matter are expressions of opinion only and are not guarantees.

We hope this explanation of the structure of our relationship will be helpful to you, and we invite you to discuss the progress of any matter with us. Please also feel free to inquire at any time about the status of fees or costs incurred. We will strive to keep you fully informed during the course of this engagement, and we anticipate that you likewise will keep us informed of pertinent developments. However, unless you request that we do so, we will not monitor or notify you of new legal developments that might affect your operations or business outside of this engagement or after this engagement is complete.

It is understood that the terms of this letter constitute the terms under which we have undertaken this representation. If you find the proposed engagement terms acceptable, please execute and return a copy of this letter to my attention. If you do not agree or accept any of the terms of this letter and its enclosures, please call me as soon as possible within the next five (5) days to discuss. If I do not hear from you, it is understood that these are the terms of our representation.

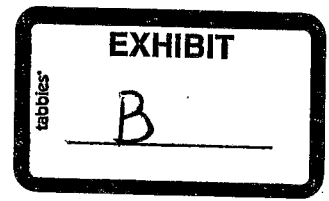
We sincerely appreciate this opportunity to be of service, and we look forward to a mutually rewarding relationship.

Very truly yours,
/s/ Christi J. Hilker
Christi J. Hilker

AGREED:

Dawn J. Diel

Date: _____



Christi J. Hilker
6212 W. 121st Street
Leawood, Kansas 66209
816.739.0107
christi@hflawfirmllc.com

HF LAW FIRM LLC

August 4, 2020

VIA ELECTRONIC MAIL ONLY

Dawn Joanna Diel
Deputy County Counselor
Jackson County Courthouse 2nd Floor
415 East 12th Street
Kansas City, Missouri 64106

Re: Terms of Engagement
Investigation of Concerns (Human Resources Department)

Dear Dawn:

Thank you for selecting HF Law Firm LLC to assist you. It is our standard practice to confirm with a client the scope of the services we will provide and the basis upon which we will bill fees and expenses. The purpose of this letter is to provide that confirmation. This letter will govern all legal services we perform related to the above-referenced matter commencing on the date we first perform legal services for you.

Scope of Engagement

You have asked and we have agreed to investigate a complaint of possible racial harassment/discrimination within the Jackson County Human Resources Department.¹ In the event you request that we undertake additional matters for you, or the scope of our representation changes, we will confirm with you the scope of the legal services to be provided. However, any additional representation will not be governed by the terms and conditions of this agreement unless we mutually agree otherwise. The start date of this investigation is the date of this letter.

¹ As we discussed, I will conduct witness interviews via Zoom video due to the current pandemic and mask requirements. It is my experience that in-person meetings with masks are less effective than virtual meetings without masks in the context of investigations of this nature.

Our representation will be deemed concluded after completion of the specific matters for which we have been engaged, and we will have no continuing obligation to update or advise you with respect to the effect that changes in the facts or the applicable laws or regulations may have on your future rights and liabilities.

Fees and Expenses

Our fees are based on the amount of time devoted to your matter. Any estimates of fees that may be provided from time to time are not guaranteed amounts and actual fees may vary from such estimates. As we discussed, I will conduct this investigation, and my standard hourly rate is two hundred ninety-five dollars (\$295.00) per hour. We bill on a monthly basis for professional fees and for reimbursement of expenses incurred in connection with this engagement. Unless otherwise negotiated, we bill our standard rate for travel time. Invoices will be submitted to, and paid by, Jackson County.

Payment is due upon receipt of our monthly statements. If we do not receive comment about the statement within thirty days of the date it is mailed, we will assume you have reviewed the statement and find it acceptable. Statements not paid within thirty days of mailing will be subject to a late charge of 1% per month on the unpaid balance commencing from the date of the statement and continuing until paid. If a statement remains unpaid for more than ninety days, we may, consistent with our ethical obligations and judicial requirements, cease performing services for you until arrangements satisfactory to HF Law Firm have been made for payment of arrearages and future fees. You agree that, in such an event, we have the right to withdraw as your attorney(s) from any matter or proceeding in which we may be engaged.

Our statement of services may contain information that some (but not all) courts would consider protected by the attorney-client privilege. The privilege, if available, could be deemed waived if someone other than the client sees the privileged material. Therefore, we recommend that you keep all of our statements in a segregated file marked "Attorney-Client Privileged Materials" and keep the file in a secure place.

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We hope this explanation of the structure of our relationship will be helpful to you, and we invite you to discuss the progress of any matter with us. Please also feel free to inquire at any time about the status of fees or costs incurred. We will strive to keep you fully informed during the course of this engagement, and we anticipate that you likewise will keep us informed of pertinent developments. However, unless you request that we do so, we will not monitor or notify you of new legal developments that might affect your operations or business outside of this engagement or after this engagement is complete.

It is understood that the terms of this letter constitute the terms under which we have undertaken this representation. If you find the proposed engagement terms acceptable, please execute and return a copy of this letter to my attention. If you do not agree or accept any of the terms of this letter and its enclosures, please call me as soon as possible within the next five (5) days to discuss. If I do not hear from you, it is understood that these are the terms of our representation.

We sincerely appreciate this opportunity to be of service, and we look forward to a mutually rewarding relationship.

Very truly yours,
/s/ Christi J. Hilker
Christi J. Hilker

AGREED:

Dawn J. Diel

Date: _____

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 **HF Law Firm**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **HF Law Firm**, 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

Owner / Manager
Title

Christi Hilker
Printed Name

12.18.20
Date

Subscribed and sworn before me this 18 day of December, 2020. I am commissioned as a notary public within the County of Johnson, State of Kansas, and my commission expires on 12/08/2021.

[Signature]
Signature of Notary

12-18/2020
Date

