

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective January 1, 2013, and is made between the **JACKSON COUNTY DRUG TASK FORCE** (hereinafter called "Task Force") and **WILLIAMS & CAMPO, P.C.** (hereinafter called "Attorney").

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

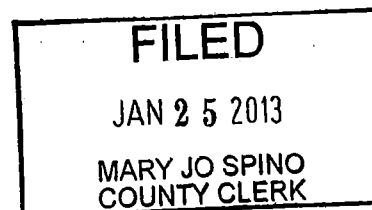
WHEREAS, Attorneys accept such engagement and employment under the terms set out in this Agreement.

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 Attorney will make counsel available for 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 agreement 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 Attorney's 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, 2013, and shall end December 31, 2015. 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 should 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 Attorney 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 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 hereto, 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.

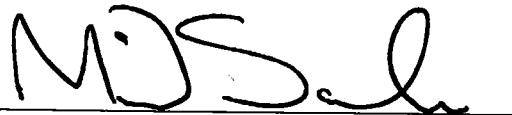
14. **Indemnification/Insurance.** Attorneys agree to indemnify and hold harmless the Task Force, its agents, officers and employees, for and from all claims, suits and judgments for the death of or injury to any person, and for the loss of or damage to any property, arising from Attorney's performance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

IN WITNESS WHEREOF, the parties have hereunto set their hands this 13 day of ^{December} ~~January~~,
2013.
2012.

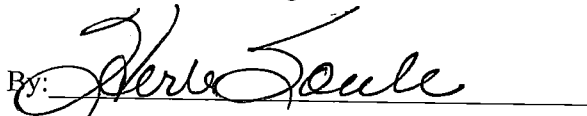
JACKSON COUNTY, MISSOURI



Michael D. Sanders
County Executive

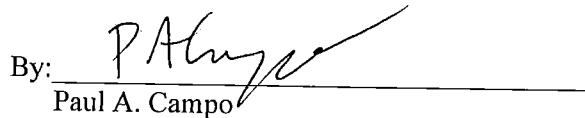
"TASK FORCE"

Jackson County Drug Task Force

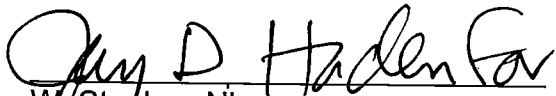
By: 

"ATTORNEYS"

William & Campo, P.C.

By: 
Paul A. Campo

APPROVED AS TO FORM



W/ Stephen Nixon
County Counselor

ATTEST:




Mary Jo Spind
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 \$10,000.00 which is hereby authorized.

January 04, 2013
Date


Director of Finance and Purchasing
Account No. 008-4151-56790
41512013003

Additional Terms of Engagement

Williams & Campo, P.C., appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently through our office in Lee's Summit, Missouri.

The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with us). We encourage you to discuss these practices with our lawyers whenever you have questions during the course of our engagement.

Our Client. The person(s) or entity(ies) who are the client(s) in this engagement are limited to those specifically stated in the accompanying engagement letter. In order to avoid misunderstandings and/or inadvertent conflicts of interest in the future, it is understood that, in the absence of written agreement to the contrary, neither this engagement nor our work in connection with this engagement shall be understood or taken to create an attorney-client relationship with other, including related or affiliated (e.g., parent, subsidiary, shareholder, partner, joint venture, etc.), persons or entities.

Personnel. One lawyer will generally be assigned primary responsibility for seeing that your requests for legal services are met, but additional lawyers may assist in providing appropriate and efficient legal services. We attempt to assign personnel to each matter based on the nature and scope of the issues raised by the matter in conjunction with the experience and expertise of our lawyers.

Provision of Legal Services. This engagement is for provision of professional legal services, and not for the provision of business, personal, accounting, technical or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Entire Agreement. The accompanying engagement letter together with these Additional Terms of Engagement shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

Periodic Billings for Legal Services. Unless other arrangements have been made, it is our policy to render periodic statements for legal services on a monthly basis. We normally base these interim statements on hourly rates of lawyers working on the matter. Statements will be due upon presentation, and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 60 days after the invoice date, the firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

Annual CPI Rate Adjustment for Inflation. All hourly rates for legal services provided by the firm are subject to annual adjustment for inflation based upon the federal Bureau of Labor Standards National Consumer Price Index (CPI-U), effective January 1 of each year.

Determining the Fee. Generally, fees are primarily based on hourly rates for the respective lawyer involved. Consequently, each statement may reflect a composite of several hourly rates. These rates vary depending on expertise and experience. These rates are revised annually and may be adjusted based on experience levels and economic conditions. Services performed after the date the new rates become effective will be charged at those new rates.

When agreed to by engagement letter, fees are sometimes fixed irrespective of the hours involved. Circumstances, including those set out below may require departure from the application of hourly rates. Determination of the total final fee may await conclusion of each specified case or matter so that all relevant factors may be considered.

Client Disbursements. Most matters require, from time to time, certain monetary advances to be made on your behalf by the firm. Some "client disbursements" represent out-of-pocket charges we advance, others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, copying charges, travel expenses, computer assisted legal research, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. Substantial individual items in excess of \$250, such as expert witness fees, the costs of deposition transcripts, printing costs, etc., may be billed directly to you by the vendor of such services. In many matters when lawyers must examine legal authorities, it is more economical to accomplish the task using computer databases of legal precedents (instead of the traditional method of manual retrieval). In such instances, the special charges assessed by the provider of this service, Westlaw, are shown on client disbursement billings as "Westlaw Research."

File Retention. After our services conclude, we will, upon your request, deliver the file for this engagement to you. If you do not request the file, we will retain it for a period of ten years after the matter is closed. If you do not request delivery of the file before the end of the ten year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the ten year period, you may request delivery of the file.

Disbursements and Other Charges. We will also charge you for certain expense items listed below that we provide in connection with our legal services. Through long-term contracts with computer research vendors and a long-distance telephone carrier, we receive discounted rates on some of these services in exchange for guaranteed payment, usage or other obligations undertaken at our risk. The payments that we receive from clients for these services may or may not exceed our total payments to the vendors. Any excess is used to partially offset the costs we incur for related equipment and personnel as well as the risks we assume in entering into these contracts.

Specific items provided by the firm are currently charged at the following rates which may be changed periodically due to economic factors as reflected on the monthly invoice:

Photocopying. We do not charge clients for routine copies of documents made in the ordinary course of daily business. Clients are charged \$0.12 per page or otherwise the actual cost incurred for the photocopying of large numbers of documents.

Computer Research. Clients are charged for computer-assisted research at rates we establish based on any agreement we have with the vendor and our associated risks in entering into long-term usage contracts.

Telecommunications. We do not charge for local phone calls or electronic mail transmissions. Clients are charged long distance rates at rates that we establish based on any agreements we have with the vendor and our associated risks in entering into long-term usage contracts, but in no event more than the standard tariff rates.

Mail/Messengers. Messengers are used as appropriate to assure expedited delivery. The cost of such messengers is charged directly to clients without markup. We do not charge for regular mail; however, bulk mailings, packages and special postal services are charged at our actual cost.

Travel. Unless other arrangements have been specified, any air travel required in connection with our representation of your interests will be at coach rates. Mileage for travel will be at the currently applicable IRS rate.

Internet Usage. We may be asked to use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise.

Termination of Services. In the event that you choose to terminate our services, please advise us of such in writing. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

Questions. One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services, billing, or payment status of your account to the appropriate attorney at our firm.



**LAWYERS PROFESSIONAL LIABILITY POLICY
DECLARATIONS**

Agency: 700324 Branch: 912 Policy Number: 425178944 Insurance is provided by Continental Casualty Company,
333 S. Wabash Ave. Chicago IL 60604
A Stock Insurance Company.

1A. NAMED INSURED AND ADDRESS:
Williams & Campo, PC
255 NW Blue Parkway, Suite 202
Lee's Summit, MO 64063

NOTICE TO POLICYHOLDERS:
This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage with your insurance agent or broker.

1B. PREDECESSOR FIRM(S): See Declarations Addendum

2. POLICY PERIOD:

Inception: 07/20/2012 Expiration: 07/20/2013
at 12:01 A.M. Standard Time at the address shown above

3. LIMITS OF LIABILITY:

Inclusive of Claims Expenses Each Claim: \$1,000,000
Aggregate: \$2,000,000
Death or Disability and Non-Practicing
Extended Reporting Period Limit of Liability: Each Claim: \$1,000,000
Aggregate: \$2,000,000

4. DEDUCTIBLES:

Inclusive of Claims Expenses Aggregate: \$10,000

5. POLICY PREMIUM:

Annual Premium: \$4,318.00
Total Amount: \$4,318.00
Includes CNA Risk Control Credit of \$ 0.00
Includes Net Protect Premium, see coverage endorsement if applicable

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

G-118011-A (Ed. 12/2011), G-118012-A (Ed. 03/1999), G-118019-A (Ed. 12/2011), G-118024-A (Ed. 04/2008), G-118029-A (Ed. 04/2008), G-118039-A24 (Ed. 09/2008), G-118087-A24 (Ed. 09/1996), G-145184-A (Ed. 06/2003), GSL-7779-MO (Ed. 10/2007)

7. WHO TO CONTACT:

To report a claim:
CNA Specialty Claim
P.O. Box 8317 Chicago, IL 60680-8317
Email: LPLNewClaims@cna.com
Fax: 866-419-6308 / Online: www.cna.com/claims
Lawyers Claim Reporting Questions: 800-540-0762

Authorized Representative

07/19/2012

Date