

AGREEMENT

THIS AGREEMENT, made this 26th day of March, 2019, by and between the **Jackson County Legislature**, hereinafter called "the Legislature" and **WILLIAMS & CAMPO, P.C.**, 400 SW Longview Boulevard, #210, Lee's Summit, MO 64081, hereinafter called "Legal Advisor".

WHEREAS, Legal Advisor has agreed to fulfill the functions of Legal Advisor for the Legislature in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, this Agreement is authorized by Resolution 20090, dated February 25, 2019;

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

1. Duties. Legal Advisor shall fulfill the functions of Legal Advisor to the Legislature, pursuant to section 290. Jackson County Code, 1984. Specifically, Legal Advisor's duties shall be to provide legal services to the Jackson County Legislature.

2. Independent Contractor. Legal Advisor shall work as an independent contractor and not as an employee of the Legislature. Legal Advisor shall be subject to the direction of the Legislature only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Legal Advisor 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

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MAR 26 2019
MARY JO SPINO
COUNTY CLERK

business of the Legislature, except as required by this Agreement. Legal Advisor shall not be precluded from engaging in the private practice of law. However, it shall not knowingly undertake the representation of any individual or entity in a civil matter wherein such representation would pose a potential professional conflict of interest between the party or parties seeking representation and the Legislature. Nothing contained in this Agreement shall preclude the Legal Advisor from undertaking criminal defense representation of a defendant in a Missouri court except that, in the event any member of the Legislature is a complaining witness, victim, or interested party in the prosecution and such is made known to the Legal Advisor, he shall immediately move to withdraw from such representation on the basis of a conflict or decline to represent said defendant if no attorney-client relationship has been established. In the event Legal Advisor has a conflicting court appearance during a scheduled meeting of the Legislature, he shall make a good faith effort to be excused from said court appearance. However, if the sitting judge refuses to excuse the Legal Advisor resulting in the Legal Advisor being unable to attend a scheduled meeting, such shall not be deemed a "conflict of interest" within the meaning of this paragraph and shall not constitute a breach of this agreement.

3. Standard of Care. Legal Advisor warrants that it will perform the services in accordance with the standards of care and diligence normally practiced by recognized professional legal firms.

4. Terms of Payment. The County Legislature shall pay Legal Advisor for services rendered under this Agreement in a total amount not to exceed \$75,000.00. Legal Advisor shall invoice the Legislature monthly for its services and Legislature shall pay

Legal Advisor promptly upon receipt of Legal Advisor's statement.

5. Expenses. Legal Advisor shall be responsible for all of the expenses of its work under this agreement, with the understanding that its total amount payable hereunder for fees and expenses shall not exceed \$75,000.00 without a formal amendment to this Agreement.

6. Term. This Agreement shall commence on February 25, 2019, and continue until December 31, 2019, unless sooner terminated. Legal Advisor or the Legislature may terminate this Agreement by giving five (5) days' written notice to the other party, except as otherwise provided in this Agreement. Termination of this Agreement shall not constitute a waiver of the rights or obligations which Legislature or Legal Advisor 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 Legislature materials must be delivered and returned by the Legal Advisor to the County Legislature within three (3) days of the demand of the Legislature.

7. Time of the Essence. Timely performance of all duties provided herein is of the essence of this Agreement.

8. Severability. Legal Advisor 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 Advisor shall not do either of the following:

- (a) Assign any portion or the whole of this contract without the prior Written consent of the Legislature.
- (b) Utilize the form or substance of any Agreement or documents of every description used in any and all business operation of the

Legislature.

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

9. Incorporation. This Agreement incorporates the entire understanding and agreement of the parties.


10. Conflict of Interest. Legal Advisor warrants that no officer or employee of the Legislature or of Jackson County, whether elected or appointed, shall in any manner whatsoever interest be in or receive any benefit from the profits or emoluments of this Agreement.

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

APPROVED AS TO FORM:

JACKSON COUNTY LEGISLATURE

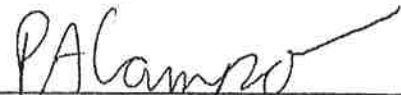
By 
Jay D. Haden
Interim County Counselor

By 
Theresa Galvin
Chair of the Legislature

ATTEST:

WILLIAMS & CAMPO, P.C.



Mary Jo Spino
Clerk of the County Legislature

By 
Federal Tax ID No. 72-1604826

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 \$75,000.00 which is hereby authorized.

3/20/19
Date


Chief Administrative Officer
Account No. 001-1101-56020
11012019003