

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective January 1, 2011, and is made between the JACKSON COUNTY DRUG TASK FORCE (hereinafter called "Task Force") and WILLIAMS & CAMPO, P.C. (hereinafter called "Attorneys").

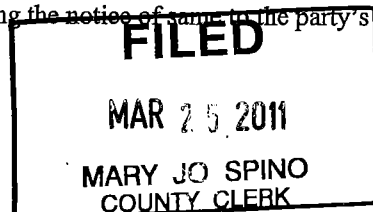
WITNESSETH:

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, 2011, and shall end December 31, 2011. 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.

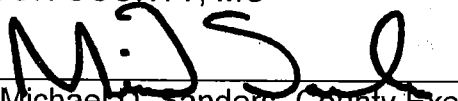
14. **Indemnification/Insurance.** Attorneys agree to indemnify and hold harmless the Task Force, its agents, officers and employees, for and from all claims, suits and judgments for the death or injury to any person, and for the loss of or damage to any property, arising from Attorneys' performance

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 25 day of ~~January~~ March, 2011.


JACKSON COUNTY, MO

By 
Michael D. Sanders, County Executive

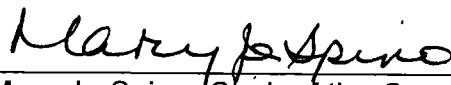
"TASK FORCE"
JACKSON COUNTY DRUG TASK FORCE

APPROVED AS TO FORM:

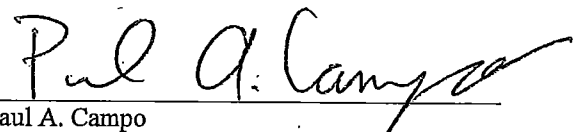
By 
W. Stephen Nixon, County Counselor

By: 
Title: Chairman, Bd of Ed.

ATTEST BY:


Mary Jo Spino, Clerk of the County Legislature

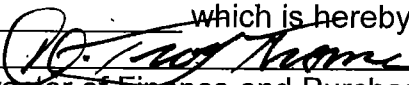
"ATTORNEYS"
WILLIAM & CAMPO, P.C.

By: 
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 which is hereby authorized.

Date March 24, 2011


Director of Finance and Purchasing
Acct. # 008-4151-56790

41512011004

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.

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.

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.

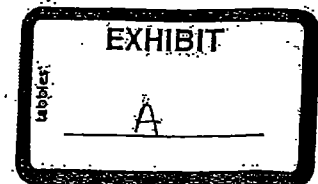
Subcontractors. From time to time, it may be necessary to engage subcontractors to assist in the provision of services to you. It is agreed that we are not authorized to engage any such subcontractors without your prior approval.

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 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.

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, 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, etc., may be billed directly to you by the vendor of such services.

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:



Photocopying. We will not charge the City for in-house photocopies which do not exceed 100 copies in a month. If in-house photocopies exceed 100 in a month, then we reserve the right to charge \$0.10 per page (or our cost, whichever is less) but only for each page over 100 in number. If the need for an outside copying job (e.g., Kinko's) arises, we only bill the actual cost incurred for photocopying without markup.

Computer Research. We do not charge for our service agreement with Westlaw in which we have computerized legal research access to Missouri, 8th Circuit (federal) and U.S. Supreme Court databases, as well as databases for the Missouri and federal statutes, among others. In the event that computerized research in databases other than these is necessary, the actual cost we incur is charged without markup.

Telecommunications. We do not charge for local or long-distance phone calls or facsimiles.

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

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 Paul A. Campo.



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: 07/20/2010 Expiration: 07/20/2011
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: \$5,064.00
Total Amount: \$5,064.00
Includes CNA Risk Management Seminar Credit of \$ 0.00

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:
G-118011-A (Ed. 08/2009), G-118012-A (Ed. 03/1999), G-118019-A (Ed. 04/2008), 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-11512-XX (Ed. 10/2008), GSL-12439-XX (Ed. 03/2009), GSL-7779-MO (Ed. 10/2007)

7. WHO TO CONTACT:
To report a claim:
CNA Insurance Companies
333 S. Wabash, 39 South
Chicago, IL 60685
Att: Regional Director, GSL Lawyers Claims
Phone 312-822-6466 Fax 866-419-6308
www.cna.com/claims

Authorized Representative 07/19/2010
Date