

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 28th day of October, 2020, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **ASSOCIATES IN DISPUTE RESOLUTION, LLC**, 1600 Genessee St, Kansas City, MO 64102, hereinafter called "Legal Counsel."

WITNESSETH:

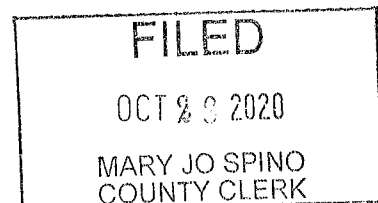
WHEREAS, Legal Counsel has agreed to provide specialized legal advice and assistance to the County in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

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 legal advice and assistance to the County relating to an independent human resources investigation, as is more specifically set out in the Engagement Letter dated September 14, 2020, 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, 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 in a total amount not to exceed \$15,000.00. Legal Counsel shall invoice County monthly for its services at the rates specified in Exhibit A, and County shall pay Legal Counsel promptly upon receipt of Legal Counsel's statement. This Agreement is subject to appropriation; in the event appropriated funds have been exhausted Legal Counsel understands that any work provided is being done at risk until an additional allocation has been authorized by the County Legislature.

4. Legal Counsel 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 \$15,000.00 without a formal amendment to this Agreement.

5. This Agreement shall be effective as of October 19, 2020, and continue until December 31, 2020, 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

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.

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.

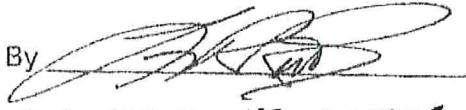
9. Pursuant to §285.530.1, RSMo, Legal Counsel assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment 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.

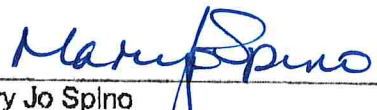
ASSOCIATES IN DISPUTE
RESOLUTION, LLC

JACKSON COUNTY, MISSOURI

By 
Federal I.D. No. 48-1247975

By 
Bryan O. Covinsky
County Counselor

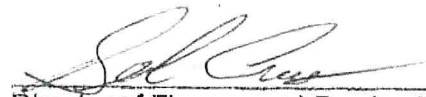
ATTEST:


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 \$15,000.00 which is hereby authorized.

Date 10-27-2020


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

PC #11012020029

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 **Associates in Dispute Resolution, LLC** 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, **Associates in Dispute 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.)

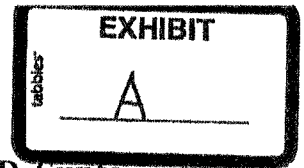

Authorized Representative's Signature
Maryj Menden
Title

MARY R. ROTE
Printed Name
Oct 21, 2020
Date

Subscribed and sworn before me this 21st day of October, 2020. I am commissioned as a notary public within the County of Shawnee, State of Kansas, and my commission expires on Feb 13, 2021.


Signature of Notary

October 21, 2020
Date



ASSOCIATES IN DISPUTE RESOLUTION, LLC
Mediation | Arbitration | System Design
www.adrmediate.com

Angela D. Gupta
angela@adrmediate.com
866-357-2800 (o)
913-558-6963 (c)

September 14, 2020

Confidential and Privileged Communication

Jay D. Haden
Chief Deputy County Counselor
Jackson County, Missouri

Re: Investigation of Employment Complaint within Jackson County Sheriff's Office

Dear Mr. Haden:

Thank you for your interest in retaining Associates in Dispute Resolution, LLC ("ADR") to represent Jackson County (the "County") with respect to the investigation of an employment complaint within the Jackson County Sheriff's Office. Subject to your approval, the following provisions will govern the terms of our engagement:

Formation of Attorney-Client Relationship

Upon receiving your executed signature page (which is the last page of this letter) confirming approval of the terms and conditions set forth herein, ADR will deem our engagement to have commenced as of the date of this letter. If the terms and conditions set forth herein are not acceptable to the County, or if the County chooses not to retain ADR for any reason, no attorney-client relationship will be formed or exist with ADR; however, despite the absence of an attorney-client relationship, we will nevertheless consider all prior communications regarding the Investigation to be confidential.

Scope of Legal Services to be Rendered

We will render legal services to the County in the form of an independent and impartial workplace investigation with regard to an employment complaint within the Jackson County Sheriff's Office. The scope of the investigative assignment includes reaching factual and credibility findings in regard to the employee's allegations as well as evaluating whether, based on those findings, the County's policy against discrimination has been violated. Our Attorney(s) will make factual findings, utilizing their legal skill, knowledge, and experience in so doing. We will not render a legal determination as to whether a violation of law or other statute occurred. Unless otherwise directed, the Attorney(s) will provide a written report to the County.

Limitation on Scope of Legal Services/Representation

The scope of this representation is limited. That is, the County has retained ADR for its Attorney(s) to bring their skill, training, and professional judgment to bear in conducting an impartial investigation of the allegations described above. The County understands that it has not retained ADR to represent it in litigation, to advocate on its behalf, or to give advice as to any steps the County should take based on the investigation results. It is expressly agreed that the County will look to other legal counsel for such services as well as for advice with respect to issues which may arise concerning the investigation. This includes, without limitation, the admonitions, if any, to be given to employees who are interviewed concerning confidentiality, the appropriate scope of investigation, the consequences of employee failure to cooperate in the investigation, the accessing of electronic and other data, document retention, litigation holds, and appropriate interim employment measures pending investigation. The County agrees to appoint a liaison to coordinate the scheduling of witness interviews and assist with obtaining any relevant documents and/or other evidence.

Impartiality and No Guarantee of Results

The objective of this engagement is for our Attorney(s) to conduct an impartial and objective investigation into the above-described allegations. We do not guarantee any particular result or finding. Rather, our Attorney(s) will reach findings based on an impartial and professional evaluation of the evidence available. Despite its Attorneys' good faith efforts, ADR does not guarantee that any purported facts, conclusions, or opinions reported to the County will be accurate or complete. The County understands that its obligation to pay fees and costs does not depend on the outcome of the investigation.

Hourly Rates; Staffing of Matter; Billing

We will bill the County for the actual time we spend performing work on the County's behalf on an hourly rate basis (*i.e.* time spent x hourly rate). We may also bill the County for certain actual costs and expenses we incur on the County's behalf with respect to the Investigation.

Angela Gupta will manage and conduct the Investigation. Her hourly rate is \$300.

In approximately 40-hour intervals, Ms. Gupta will report to the status of her progress in the investigation, discuss any further steps to be taken, and obtain authorization to proceed.

Our invoice will describe the activities performed and identify the costs we advanced on your behalf during the previous billing period. Payment is due upon receipt of our statement.

Related Post-Investigation Services

This engagement shall be considered concluded after the Attorney has provided an investigative report in this matter, whether oral or written. After the conclusion of this engagement, should a need arise for ADR and/or its Attorney(s) to respond to any subpoena, or to otherwise provide deposition or trial testimony in connection with this matter, the County shall compensate ADR and/or its Attorney(s) at their then applicable rate for time expended, including time involved in preparing for such deposition or testimony, or responding to any subpoena. The County agrees to reimburse ADR and/or its Attorney(s) for all reasonable fees and costs incurred in obtaining necessary representation for such proceedings, including legal fees and costs that ADR and/or its Attorney(s) incurs in preparing for such proceedings. The County shall also compensate ADR and/or its Attorney(s) at their then applicable rates for time expended in defending against any actual or threatened claim with respect to which ADR and/or its Attorney are entitled to indemnification, as described below.

Consent to Electronic Communications

The County consents to the use of electronic devices and Internet services to communicate and forward documents notwithstanding some risk that such communications may be intercepted by and disclosed to unauthorized parties.



Representation of Authority

By executing this letter, you are representing and affirming to ADR that you are duly authorized and empowered to act on behalf of the County, approve and enter into a binding agreement on behalf of the County, and form an attorney-client relationship between the County and ADR under the terms and conditions set forth herein. Our goal is to provide high-quality legal services in a prompt, efficient, and cost-effective manner. If you ever have questions or concerns regarding our engagement, I encourage you to contact me anytime. My direct dial phone number is 913-558-6963.

If the terms and conditions set forth in this letter are satisfactory and acceptable, please sign below where indicated and return a fully-executed copy of the letter to me via e-mail (angela@adr.mediate.com) or fax (785-357-0002). If, however, you have any questions or believe the terms set forth herein are unacceptable in any way, please call me at your earliest convenience so that we can discuss your concerns.

On behalf of ADR, it is an honor and privilege to represent the County. We look forward to working with you on this matter.

Very truly yours,
Angela D. Gupta
Angela D. Gupta

APPROVED AND AGREED:


By: _____

Title: *Managing Member*

Date: September, 2020