

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Chair of the Jackson County Drug Task Force to execute a Legal Services Agreement with Williams & Campo, P.C., of Lee's Summit, MO, to provide legal services for the Task Force, at a cost to the County not to exceed \$3,500.00.

RESOLUTION NO. 20361, February 3, 2020

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the Jackson County Drug Task Force and Paul Campo of Williams & Campo, P.C., desire to renew their existing Legal Services Agreement that provides for Paul Campo to serve as legal advisor to the Task Force; and,

WHEREAS, Mr. Campo's initial retention by the Task Force in 2011 was the result of a competitive selection process; and,

WHEREAS, under this Agreement, Paul Campo shall continue to attend Task Force meetings, provide legal advice, draft contracts and documents as needed by the Task Force, and provide such other legal services as may be required; and,

WHEREAS, Paul Campo shall be paid for his services at the rate of \$145.00 per hour, in a total amount not to exceed \$3,500.00, for the period of January 1, 2020, through December 31, 2020; now therefore,

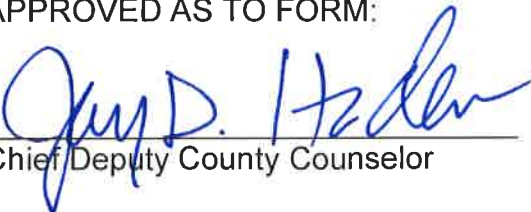
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the

Chairman of the Drug Task Force be, and is hereby authorized to execute a Legal Services Agreement with Williams & Campo, P.C., of Lee's Summit, MO, in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and is hereby authorized to make all payments, including the final payment on the Agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20361 of February 3, 2020, was duly passed on February 10, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8 Nays 0
Abstaining 0 Absent 1

2-10-2020

Date



Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 008 4151 56020

ACCOUNT TITLE: Anti Drug Sales Tax
 Drug Task Force
 Legal Services

NOT TO EXCEED: \$ 3,500.00

1/30/2020

Date



Director of Finance and Purchasing

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective January 1, 2020, 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 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 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, 2020, and shall end December 31, 2024. 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 6th day of January,

~~2013.~~
2020

"TASK FORCE"
Jackson County Drug Task Force

By:  _____

"ATTORNEYS"
William & Campo, P.C.

By:  _____
Paul A. Campo