

10 7/14/15

Res. 18856

AGREEMENT

THIS AGREEMENT, made and entered into on this 2nd day of July, 2015, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **HINKLE LAW FIRM, LLC**, 6800 College Boulevard, Suite 600, Overland Park, Kansas 66211, hereinafter called "Legal Counsel."

WITNESSETH:

WHEREAS, Legal Counsel has agreed to provide specialized legal investigative and consulting services 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 service and assistance to the County Executive relating to the investigation of employment complaints submitted to the Human Resources Department, as is more specifically set out in the engagement, 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.

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MARY JO SPINO
COUNTY CLERK

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 at the hourly rate of \$225.00, in a total amount not to exceed \$25,000.00. Legal Counsel shall invoice County monthly for its services and County shall pay Legal Counsel promptly upon receipt of Legal Counsel's statement.

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 \$25,000.00 without a formal amendment to this Agreement.

5. This Agreement shall commence March 1, 2015, and continue until December 31, 2015, 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. Further, 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; and,

(c) In addition to all of the foregoing, the County shall be entitled to collect from Legal Counsel all costs incurred by the County as a result of said breach including reasonable attorney's fees, reasonable accountant's fees, investigation expenses, court costs and sheriff's mileage and service fees without limitation by enumeration.

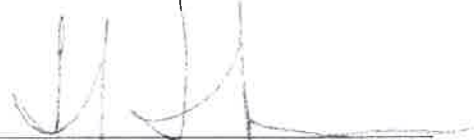
8. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed

herein.


9. 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.

HINKLE LAW, LLC

By 
Jennifer R. Johnson

JACKSON COUNTY, MISSOURI

By 
Michael D. Sanders
County Executive

APPROVED AS TO FORM:


W. Stephen Nixon
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 \$25,000.00 which is hereby authorized.


Date


Director of Finance and Purchasing
Account Nos. 001-5101-56020

PC 51012015043

EXHIBIT A

Reply to Overland Park Office
Jennifer R. Johnson
Direct Line: (913) 338-0717
Direct Fax: (913) 345-4832
jjohnson@hinklaw.com

Dennis Dumovich
415 E. 12th Street
Kansas City, MO 64106

RE: **Engagement Letter**

Dear Mr. Dumovich:

It was a pleasure talking with you regarding the employment of our law firm to assist you with the investigation of complaints made to the Jackson County Human Resources Department by Jacqueline Sommer and Tracey Chappell. This letter is intended to set forth the fee arrangement with our law firm to represent you in connection with any such matter, including the completion of an investigation of these two complaints and the preparation of a report regarding the findings of those investigations. You agree to cooperate with us in this endeavor and to make available all materials, information, and documents necessary to complete the investigation.

The proposed fee agreement is for an hourly rate of \$225.00/hour for my time. I bill in minimum increments of .10 of an hour. You will pay all expenses incurred by the Firm in addition to any attorneys' fees. Among other things, including travel expenses. The Firm will send statements for its fees and expenses at the conclusion of the matter.

We reserve the option to withdraw from any engagement upon reasonable written notice to you if you breach this agreement. You may terminate this agreement at any time, but you must give the Firm written notice of the termination. If you terminate the agreement, you are still obligated to pay the Firm's fees and expenses. If you have any questions regarding our billings or our representation of you, please do not hesitate to contact the undersigned. Copies of all pertinent correspondence regarding this matter prepared by and/or received by us will be sent to you as the matter progresses.

We agree to complete the Sommer investigation within 25 hours, with total fees of no more than \$5,625.00. We agree to complete the Chappell investigation within 62 hours, with total fees of no more than \$13,950.00.

This is the entire agreement between you and the Firm. It can only be changed by a document signed by both the Firm and you. This agreement is binding on our heirs, legal representatives, successors and assigns.

Please note that Hinkle Law Firm LLC is a Limited Liability Company under Kansas law. Accordingly, individual members of the firm are not personally accountable for the liabilities of the firm or of one another, but each of the firm's attorneys (together with the firm as a separate legal entity) remains fully subject to his or her own liabilities and professional responsibility.

Dennis Dumovich

We look forward to handling this matter for you. If this satisfactorily sets forth your understanding of our engagement and fee arrangement with you, please sign this letter and return it to our office. A copy of the letter has been enclosed for your records.

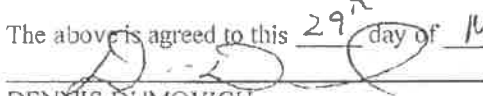
Thank you for your attention to this matter.

Sincerely,

HINKLE LAW FIRM LLC

Jennifer R. Johnson

The above is agreed to this 29th day of May, 2015.


DENNIS DUMOVICH
on behalf of Jackson County, Missouri