

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 9<sup>th</sup> day of January, 2018, by and between the Jackson County Legislature, hereinafter called "the Legislature," and Williams & Campo, P.C., 400 SW Longview Blvd., Suite 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,

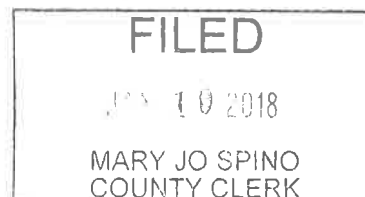
WHEREAS, Legal Advisor and the Legislature have agreed to be bound by the provisions hereof; and,

WHEREAS, is Agreement is authorized by Resolution 19688, dated January 8, 2018;

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 in accordance with Legal Advisor's Engagement Letter dated January 7, 2018, incorporated herein as Exhibit A.

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 mean 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 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 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 for Payment. The County Legislature shall pay Legal Advisor for services rendered under this Agreement at the hourly rates specified in Exhibit A, in a total amount not to exceed \$25,000.00. 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 \$25,000.00 without a formal amendment to this Agreement.

6. Term. This Agreement shall commence January 8, 2018, and continue until December 31, 2018, 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 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 provision 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 above written.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
W. Stephen Nixon  
County Counselor

JACKSON COUNTY LEGISLATURE

  
\_\_\_\_\_  
Scott Burnett  
Chair of the Legislature

ATTEST:

  
\_\_\_\_\_  
Mary Jo Spind  
Clerk of the Legislature

Williams & Campo, P.C.

  
\_\_\_\_\_  
Paul Campo  
Legal Advisor

**REVENUE CERTIFICATE**

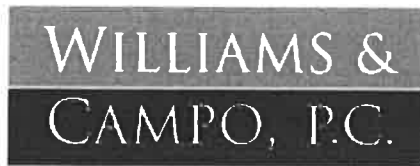
I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to meet the obligation of \$25,000.00 which is hereby authorized.

1/9/2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing

CT 01122018001

# Exhibit A



*400 SW Longview Blvd, Suite 210  
Lee's Summit, Missouri 64081  
www.publiclawfirm.com*

*Paul A. Campo  
Phone: 816.524.4646  
Facsimile: 816.524.4645  
pcampo@publiclawfirm.com*

January 7, 2018

Hon. Scott Burnett  
Chairman, Jackson County Legislature  
415 E. 12th Street  
2nd Floor  
Kansas City, MO 64106

Re: Legal Services to Jackson County Legislature

Dear Mr. Burnett:

This letter will confirm our agreement to provide legal services to the Members of the Jackson County Legislature, who will be our client in this engagement. I will be responsible for the engagement. Our fees for this engagement will be based upon and billed at an hourly rate for the time devoted to it. Our hourly rate for this engagement is \$290. Additionally, our agreement includes using the legal services of Law Offices of Douglas L. Carter, P.C., Kansas City, Missouri as part of the representation, and we will include any fees and expenses incurred from them on our billing. Non-lawyer staff (e.g., paralegal) will be billed at the then-current rate. The enclosed Additional Terms of Engagement shall govern the relationship unless otherwise agreed in this engagement letter.

If you have any questions, either now or during our engagement, please contact me at your convenience to discuss the matter. Our engagement as counsel for the Legislature will begin upon our receipt of a signed copy of this agreement following requisite Legislature approval. Thank you.

Sincerely,  
**WILLIAMS & CAMPO, P.C.**



Paul A. Campo

Enclosure

**ACCEPTED AND AGREED:**

**JACKSON COUNTY LEGISLATURE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

## **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 authorized to engage any such subcontractors without your prior approval as long as the total cost does not exceed \$1,000; if the amount is or will be greater than \$1,000, then we will obtain your approval.

**Billings for Legal Services.** 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.

**Inflationary Adjustment.** The hourly billable rate is subject to annual adjustment on April 1 of each year based on the Consumer Price Index for All Urban Consumers (CPI-U) as certified by



the Missouri State Tax Commission for the preceding year. The first such adjustment under this engagement would not occur until April 1, 2019.

**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. If the need for an outside copying job arises, we only bill the actual cost incurred for photocopying without markup.

Travel. Mileage for travel will be at the applicable IRS rate.

Computer Research. We do not charge for our service agreement with Westlaw in which we have computerized legal research access to Missouri, 8<sup>th</sup> 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. We do not charge for regular mail; however, bulk mailings, packages and special postal services may be charged at our actual cost.

**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.