

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 26th day of March, 2019, by and between **JACKSON COUNTY, MISSOURI**, by and through its County Counselor, hereinafter called "the County," and **JAMES W TIPPIN & ASSOCIATES**, 21 W Gregory Boulevard, Kansas City, MO 64114, hereinafter called "Legal Counsel".

WITNESSETH:

WHEREAS, the County Counselor has a need for specialized legal advice in a pending employment discrimination lawsuit;

WHEREAS, Legal Counsel has the expertise to provide such services; and

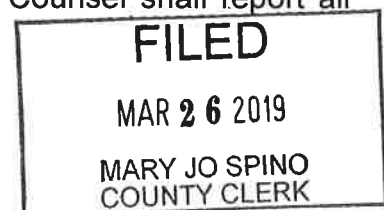
WHEREAS, Legal Counsel has agreed to perform legal work in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

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 agree as follows:

1. **Professional Services**. Legal Counsel shall provide advice and assistance as requested by the County Counselor or his designee related to pending discrimination lawsuit, as is more fully set out in Legal Counsel's engagement letter, attached hereto as Exhibit A.

2. **Independent Contractor**. 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 Counselor 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 its gross income, and be responsible for his own Federal, State, and City withholding taxes and all other taxes, and shall operate its business independent of the business of the County except as required by this Agreement.

3. **Standard of Care.** Legal Counsel warrants that he and his designated agent will perform the Services in accordance with the standards of care and diligence normally practiced by recognized professional legal firms in performing services of a similar nature in existence at the time of performance of the Services.

4. **Terms for Payment.** The County shall pay Legal Counsel for services rendered under this Agreement in a total amount not to exceed \$30,000.00, at the rates set out in Exhibit A. Legal Counsel shall bill County for his services and County shall pay Legal Counsel promptly upon receipt of Legal Counsel's statements, which shall be submitted monthly.

5. **Expenses.** Legal Counsel shall bear all the expenses of his work under this Agreement.

6. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Legal Counsel assures that he 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 he does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7. **Confidentiality**. Legal Counsel shall treat all information, not generally and publicly available, learned in the course of providing his services as confidential, and Legal Counsel hereby agrees not to directly or indirectly disclose such confidential information to any third party. Legal Counsel will use the Confidential Information solely in connection with providing services hereunder and will disclose the Confidential Information only to those of his employees, associates and agents who have a bona fide need to know such information in order to further the purposes of this Agreement.

8. **Indemnification**. Legal Counsel shall indemnify and hold County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) arising out of the performance of the Services, if and to the extent caused by the negligence or misconduct of Legal Counsel.

9. **Time of the Essence**. Timely performance of all duties provided herein is of the essence of this Agreement.

10. **Remedies for Breach**. Legal Counsel agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement, and Legal Counsel's failure to do so 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) 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, expenses and costs.

11. **Severability**. If any covenant or other provision of this Agreement is invalid,

or incapable of being enforced, by reason 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.

12. **Conflict of Interest**. Legal Counsel warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

13. **Incorporation**. This Agreement incorporates the entire understanding and agreement of the parties.

14. **Term**. The term of this Agreement shall be from January 1, 2019, until December 31, 2019. Either party may cancel the Agreement at any time upon delivery of written notice to the other party.


IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

JAMES W TIPPIN & ASSOCIATES

JACKSON COUNTY, MISSOURI

By

Title

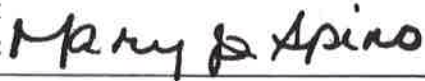

Partner

By

Jay D. Haden

Interim 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 Agreement is chargeable, and 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 \$30,000.00 which is hereby authorized.

Date

3/20/19


Chief Administrative Officer
Account No. 001-1101-56020

11012019004

JAMES W. TIPPIN & ASSOCIATES
ATTORNEYS AT LAW

EXHIBIT A

JAMES W. TIPPIN
DANA TIPPIN CUTLER
KEITH A. CUTLER *
CHARNISSA HOLLIDAY-SCOTT

21 WEST GREGORY BOULEVARD
KANSAS CITY, MISSOURI 64114-1105
816 / 471-8575
FAX 816 / 421-0243
E-MAIL: mailbox@tippinlawfirm.com

*Admitted in Missouri and Kansas

February 9, 2019

VIA E-MAIL: twillingham@jacksongov.org

R. Travis Willingham, Esq.
Jackson County Counselor's Office
415 East 12th Street
Kansas City, Missouri 64106

Re: Darks v. Jackson County, Missouri, et al.
Case No. 1716-CV09262

Dear Travis:

This letter is to set forth this law firm's engagement as legal counsel for Sgt. Ronda Montgomery of the Jackson County Sheriff's Office, who is a defendant in the captioned lawsuit. It is my understanding that this employment discrimination lawsuit is set for a jury trial beginning February 19, 2019. Our firm is being requested to represent and defend Sergeant Montgomery in the trial of the lawsuit, including any necessary trial preparation, and in any depositions, hearings, or conferences leading up to and during the trial.

The applicable hourly rates for this representation are as follows:

\$ 250.00	Attorney
\$ 125.00	Paralegal/Legal Assistant

Our firm will also be reimbursed for any necessary out-of-pocket expenses for services incurred in connection with the representation, such as deposition costs, exhibit enlargements, bulk photocopying, etc. We will work with the Jackson County Counselor's Office to make sure, to the extent possible, that any such outside services are not duplicative of services (1) the County can provide internally, or (2) which the County is similarly requesting in its own defense of the lawsuit.

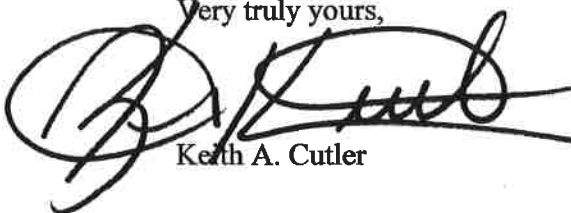
JAMES W. TIPPIN & ASSOCIATES
ATTORNEYS AT LAW

R. Travis Willingham, Esq.
Jackson County Counselor's Office
February 9, 2019
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Based on our review of the file to date, discussions with Ashley Garrett, conferences with Sergeant Montgomery, the volume of documents produced (4,400+), the current posture of the case, and the anticipated length of trial,¹ we anticipate that the total cost of the defense of Sergeant Montgomery in the captioned matter from February 6, 2019 through the end of the trial, will be approximately \$30,000 - \$35,000. After the trial is over, if there are any post-trial motions (*or responses to post-trial motions*) required, we can address that scope of work at that time.

We look forward to representing Sergeant Montgomery in this lawsuit. After you have had an opportunity to review this, if there are any questions, or if any additional information is necessary, please advise me thereof.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Keith A. Cutler', written over a horizontal line.

Keith A. Cutler

¹ The Court has set aside 7 days for the trial, and counsel have advised that they expect the trial to last the full 7 days.

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 **JAMES W TIPPIN & ASSOCIATES**, 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, **JAMES W. TIPPIN & ASSOCIATES**, 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

Printed Name

Title

Date

Subscribed and sworn before me this _____ day of _____, 2019. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date