

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 19th day of June, 2019, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **ELLIS, ELLIS, HAMMONS & JOHNSON, P.C.**, 901 ST. LOUIS ST., SUITE 600, SPRINGFIELD, MO 65806, hereinafter called "Legal Counsel."

WITNESSETH:

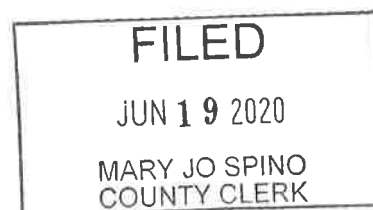
WHEREAS, Legal Counsel has agreed to provide specialized legal advice and assistance to the County in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

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 the expenditure of CARES Act funding, as is more fully set out in Legal Counsels engagement letter, attached hereto as Exhibit A.

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 \$25,000.00. 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.

4. Legal Counsel shall be entitled to the reimbursement of its ordinary and necessary expenses incurred in performing 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 be effective as of June 1, 2020, and continue until December 30, 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 Agreement 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; 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. 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.

ELLIS, ELLIS, HAMMONS & JOHNSON, P.C

JACKSON COUNTY, MISSOURI

By Travis A. Elliott

By 
Bryan O. Covinsky
County Counselor

Federal I.D. No. 43-1599942

ATTEST:


Mary Jo Spino
Clerk of the Legislature

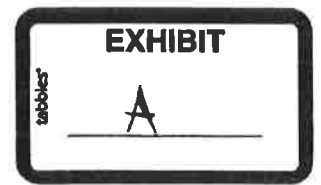
REVENUE CERTIFICATE

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.

6-18-2020
Date


Director of Finance and Purchasing
Account No. 040-1101-56020

PC #11012020020



LAW OFFICES OF
ELLIS, ELLIS, HAMMONS & JOHNSON, P.C.
THE HAMMONS TOWER
901 ST. LOUIS STREET, SUITE 600
SPRINGFIELD, MISSOURI 65806-2505

RANSOM A ELLIS, III*
JOHN D. HAMMONS, JR.**
EDDD A. JOHNSON
FRAYSA ELLIOTT
JESSICA R. HILL
RYAN OLSON
PAIGE J. PARRACK

TELEPHONE (417) 856-5001
FACSIMILE (417) 856-1084

RANSOM A ELLIS, JR. (1920-2012)
*ALSO LICENSED IN TEXAS
**ALSO LICENSED IN ARKANSAS

May 6, 2020

Jackson County, Missouri
Bryan Covinsky, County Counselor
Jay Haden, Chief Deputy County Counselor
415 E. 12th Street, 2nd Floor
Kansas City, Missouri 64106

RE: Engagement Agreement

Dear Mr. Covinsky and Mr. Haden:

The purpose of this letter is to set forth an agreement for the provision of legal services by me and the firm of Ellis, Ellis, Hammons & Johnson, P.C. and Jackson County, Missouri (hereinafter "you," "client," or "County") relating to the following scope of representation: providing legal counsel and consulting relating to the interpretation and administration of CARES Acts funds distributed to the County. This scope includes consulting on and drafting policies, guidance and opinions on the permissible use of funds, establishing an application and award process, drafting an agreement between the county and recipient entities, as well as assisting with issues related to administration and recordkeeping functions relating to the CARES Act funds. As I have shared with you, there are a number of counties that this firm and I have an existing attorney-client relationship with, as well as other counties that have expressed an interest in this scope of work for which the common participation costs would be shared by those involved, while the cost of addressing specific issues associated with a particular county would not be shared amongst the other participants.

This firm and I agree to represent the County under the following terms and conditions:

1. Our fee will be based on the Fee Schedule attached to this Agreement, and our time will be billed in one-tenth of an hour increments. Our current fee schedule is attached, and you will be notified of any subsequent changes in our fee structure.

2. The term "this firm" means the lawyers for which the fee schedule is applicable, para-professionals, legal clerks, or investigators, and any other personnel employed by the firm. It is agreed that the attorney initially accepting the representation of your interests may, within his discretion, seek the assistance of other attorneys or staff members within the firm regarding legal matters, and may delegate work to be performed in connection with particular legal matters to other personnel.

ELLIS, ELLIS, HAMMONS & JOHNSON, P.C.
SPRINGFIELD, MISSOURI 65806-2505

3. You will be responsible for the payment of all costs and expenses, including (when applicable), but not limited to, postage, photocopies, preparation of documents., long-distance telephone charges, and travel expenses incurred in the furtherance of your interests. Mileage for automobile usage will be charged at the current rate approved by the IRS. Photocopy costs will be charged at the rate of \$0.20 per page.

4. You will normally receive an itemized statement on or before the 10th day of each month reflecting actual services rendered, expenses incurred, the person rendering the service, and the applicable hourly rate. You will be expected to pay all amounts due within thirty (30) days of the date upon which you are billed. A late payment charge of one percent (1%) per month may be assessed against any account balance remaining unpaid for more than sixty (60) days, unless written exception to the contrary is given by this firm.

5. In the event you subsequently discharge this firm, or obtain the substitution of other attorneys before this firm has completed the services for which it is hereby employed, this firm shall then be entitled to payment of all fees through the date of discharge, and the reimbursement of all incurred expenses, as set forth in the preceding paragraphs.

6. This firm has made no representations or warranties as to the prospect for successful termination of any matters, and any expressions made by this firm relative thereto are matters of opinion only.

7. This firm shall have the right to voluntarily withdraw its representation of your interests in the event: (a) you fail to comply with any of the provisions of this agreement; or (b) you fail to make timely payment for the fees and/or costs and expenses billed pursuant to the terms of this agreement; or (c) a dispute arises between you and this firm, or the individual attorney accepting your matter over the handling of this matter; or (d) the firm, or individual attorney accepting your matter, feels ethically compelled to withdraw, or feels that the best interests of both parties would be served by such withdrawal.

8. This firm may request that you provide copies of certain documents necessary to the representation of your interests. It is your responsibility to retain the originals of those documents.

9. Should any provision of this agreement be found to be void or unenforceable, it is the intention of the parties that all other provisions shall be enforceable, and shall remain in full force and effect.

10. ~~The terms of this agreement shall apply to any legal matters referred to me or this firm by the County for which our services may be requested.~~

11. This agreement shall be the sole agreement between the parties, and the parties agree that there are no promises, representations, or consideration constituting any part of this agreement that are not set forth herein or that have induced either party to execute this agreement and be bound hereby, except as may be included by addendum, or as authorized by this

ELLIS, ELLIS, HAMMONS & JOHNSON, P.C.
SPRINGFIELD, MISSOURI 65806-2505

agreement. This agreement may only be modified or altered in writing and signed by the parties.

12. The failure of either party at any time to require performed of any provision of this agreement shall not affect the right of such party at a later time to enforce or require the same, unless waived in writing. No waiver by any party of any condition or breach shall be construed or deemed to be a waiver of any other condition of any term, covenant or warranty contained in this agreement.

13. This agreement shall be binding upon the parties hereto and their respective successors and assigns. This agreement shall not be assigned except upon the written consent of the parties.

14. The term of this Engagement Agreement shall be effective from the date signed by the County, and shall run through December 31, 2020. The term of this Engagement Agreement shall renew for additional periods of one year unless terminated by the parties.

15. The laws of the State of Missouri shall govern the construction and interpretation of this agreement.

16. Upon conclusion of a legal matter, all written materials constituting your file and this firm's work product will be scanned for purposes of retention and all "hard copies" will be shredded. The electronic/scanned copy of the file materials will be retained by this firm for a period of five (5) years. If you desire to have a hard file returned to you upon conclusion of a specific legal matter, please communicate that desire in writing.

17. The signatories to this agreement acknowledge and agree that they are authorized to enter into this agreement on behalf of the respective parties.

If these provisions are agreeable to the County, please authorize this Engagement Agreement and execution of the same, sign the enclosed copy of this agreement, and return a copy to our office and retain a copy for your records.

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 **Ellis, Ellis, Hammons & Johnson, P.C.**, 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, **Ellis, Ellis, Hammons & Johnson, P.C.**, 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.)

Travis A. Elliott
Authorized Representative's Signature
Attorney/Shareholder
Title

Travis A. Elliott
Printed Name
6/11/2020
Date

Subscribed and sworn before me this 11 day of June, 2020. I am commissioned as a notary public within the County of Greene, State of Missouri, and my commission expires on 07/13/2020.

Traci J. Burke
Signature of Notary

06/11/2020
Date

