



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, December, 18, 2018
Contract/Agreements

IN THE MATTER OF APPROVING AND AUTHORIZING AN ENGAGEMENT LETTER FROM ECKELKAMP KUENZEL, LLP

WHEREAS, the County of Franklin accepted a proposal for Franklin County Municipal Court Prosecution Services; and

WHEREAS, the law firm Eckelkamp Kuenzel, LLP submitted a proposal to provide those services; and

WHEREAS, the County of Franklin desires to enter into an Engagement Letter with Eckelkamp Kuenzel LLP.

IT IS THEREFORE ORDERED by the Franklin County Commission that the Presiding Commissioner is hereby authorized and directed to execute an Engagement Letter by and between the County of Franklin, Missouri and Eckelkamp Kuenzel LLP, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County. The County Clerk is hereby authorized and directed to attest to and affix the seal of the County to the said Letter and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order.

IT IS FURTHER ORDERED, the County shall, and the officials, agents and employees of the County are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order and that a copy of this Order be provided to Debbie Door, County Clerk; and Eckelkamp Kuenzel, LLP.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

LAW OFFICES
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December 7, 2018

Franklin County Commission
400 East Locust
Room 206
Union, MO 63084

Re: Engagement Letter Franklin County Municipal Court Prosecutor

Dear Commissioners:

We are pleased that you have decided to engage Eckelkamp Kuenzel, LLP (the "Firm" or "We") to provide assistance in connection with the matter described below. It is our practice to confirm in writing all arrangements for legal representation, and that is the purpose of this letter.

Scope of Representation

In accordance with our discussion, the matter with respect to which this Firm will provide legal representation is:

Franklin County, Missouri Municipal Court Prosecutor

Our representation is only of You and We have *not* undertaken representation of any other person or entity in connection with the matter described above.

We will provide legal counsel in accordance with this letter and in reliance upon information and guidance provided by You. To enable us to represent You effectively, it is necessary that You cooperate fully with us in all matters and disclose fully and accurately to us all facts and documents that may be relevant to the matter or that We may otherwise request.

Fees

Legal Fees shall be charged at the rate of One Hundred Fifty dollars (\$150.00) per hour. The Firm agrees to not charge You for the reasonable use of the Firm's office staff or travel time to and from the court's normal dockets.

Costs and Expenses

In addition to professional services, You will be required to pay such costs as are advanced and such out of pocket expenses as are incurred in connection with the representation. Such costs and expenses may include, but are not limited to, amounts paid for court costs advanced, deposition costs, long distance telephone charges, computerized legal research, reproduction costs, postage, overnight courier, and the like.

Statements for Legal Services

We will send statements to You for the professional services the Firm performs, the costs it advances, and the expenses it incurs on a progress basis during the course of the representation. Payment of each statement is due within thirty days.

Termination of Services and Representation

The term of our representation shall be from January 1, 2019 to December 31, 2019. In addition, You shall have the option to renew this representation for three (3) additional one (1) year periods. Upon the expiration of any term, or any renewal term, the parties shall renegotiate the Firm's hourly rate.

At least sixty (60) days prior to the expiration of any term, or additional term described above, You shall be required to provide the Firm written notice of your intent to renew our representation.

You may terminate our services at any time. Termination of our representation does not, however, relieve You from the responsibility of paying those fees, costs, and expenses incurred through the date We were notified of such termination. Similarly, We may withdraw from this representation at any time for any reason, including, without limitation: failure to promptly pay the amounts indicated in our statements; failure to disclose all facts material to our representation; failure to act in accordance with our advice; and the development of one or more circumstances which, in our judgment, impair our ability to maintain an effective attorney-client relationship.

Upon termination of our services and representation by You or our withdrawal from representation of You, We will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of You to the date of termination or withdrawal. We also will be entitled to payment at our standard billing rates for any work required of us in connection with the turnover of files to You or new counsel and the orderly transition of pending matters to new counsel; and We also will be entitled to reimbursement of all costs advanced and expenses incurred by us in connection with such work. We will return to You all papers and property belonging to You, upon payment of all amounts owed by You to the firm. We reserve the right to make, and to

retain copies of all documents generated or received by us in the course of our representation of You.

Representation of Others

As a general matter, our Firm represents many other companies and individuals. It is possible that during the time that We are representing You, some of our present or future clients will have disputes with or matters adverse to You. You agree that We may continue to represent, or may undertake in the future to represent, existing or new clients in any such matter that is not substantially related to our work for You and is not in conflict with our work for You.

Disposition of Files

As part of our administrative operations, We periodically review client files after the completion of matters in order to determine whether they should be destroyed. We will make reasonable efforts to notify Client in writing at least 30 days before the destruction of any of your files. Client will then have the option to take possession of the files. It will be your obligation to maintain a current address with us in order to communicate with You concerning such matters. If no such notice is sent to Client, then Client agrees that the file may be destroyed one (1) year after either the entry of the plea of guilty and sentencing or an acquittal or dismissal of the charges.

Use of E-Mail

Due to its inherent nature, e-mail may be vulnerable to interception by unauthorized parties during transmission. We cannot guarantee the confidentiality of any information sent by e-mail or that it will be considered attorney-client privileged. If You do not wish us to communicate by e-mail on your matters, please notify us at your earliest convenience. In the absence of such notification, your consent will be assumed and We will not take any additional security measures, including but not limited to encryption. Although We subscribe to and use virus protection software We believe to be reliable, We cannot warrant that any e-mails or attachments are free from any virus. We recommend that You independently take steps to ensure they are actually virus-free.

No Guarantee

We will perform our professional services on your behalf to the best of our ability, but We cannot make and have not made any guarantees regarding the outcome of our work. Any expressions by us about the outcome of any issue or matters of litigation are our professional opinions or observations only and are limited by our factual knowledge at the time they are expressed.

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Conclusion

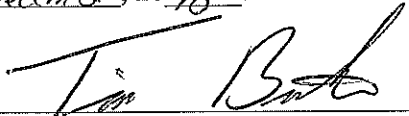
If the terms of this letter are in accordance with your understanding of the terms of our representation, please acknowledge that understanding by signing where indicated below and returning the signed copy to me.

Sincerely Yours,

William W. Eckelkamp, Jr.

WWEjr

Agreed to and accepted this 18th day of December, 2018.



Tim Brinker, Presiding Commissioner