

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 **HUSCH BLACKWELL LLP**, 4801 Main Street, Suite 1000, Kansas City, MO 64112, hereinafter called "Legal Counsel."

WITNESSETH:

WHEREAS, Legal Counsel has agreed to provide specialized legal advice and representation 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 representation to the County relating to certain state court litigation involving the Rock Island Rail Corridor, lawsuits styled *Groh v. Jackson County, Missouri*, Case Number 1816-CV00401, and *Morris v. Jackson County, Missouri*, Case Number 1916-CV10539, as is more specifically set out in the engagement letter dated April 24, 2019, 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

FILED
JUN 19 2019
MARY JO SPINO
COUNTY CLERK

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 \$120,000.00. Legal Counsel shall bill 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 also be entitled to the reimbursement of its reasonable and necessary expenses incurred in the course of its performance of services under this Agreement, provided that the total amount payable hereunder for professional fees and expenses shall not exceed \$120,000.00.

5. This Agreement shall be effective as of April 1, 2019, and shall continue until December 31, 2019, 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 Paragraphs 6 or 7 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. 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.

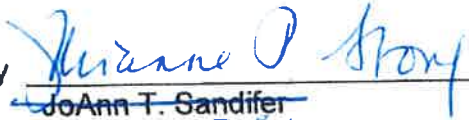
10. This Agreement incorporates the entire understanding and agreement of the parties.

(Signature page to follow)

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

HUSCH BLACKWELL LLP

JACKSON COUNTY, MISSOURI

By 
~~JoAnn T. Sandifer~~
Julianne P. Story
Title Partner

By 
Bryan O. Covinsky
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 \$120,000.00 which is hereby authorized.

Date 6-18-2019


Director of Finance and Purchasing
Account No. 001-1101-56020

11012019009 KA

HUSCH BLACKWELL

JoAnn T. Sandifer
Partner

190 Carondelet Plaza, Suite 600
St. Louis, MO 63105
Direct: 314.480.1833
Fax: 314.480.1505
joann.sandifer@huschblackwell.com



April 24, 2019

VIA E-MAIL

Travis Willingham
County Counselor
Jackson County, Missouri
415 E. 12th Street, Suite 200
Kansas City, MO 64106

Re: Agreement for Legal Services

Dear Mr. Willingham:

Thank you for selecting Husch Blackwell LLP to provide legal services. This letter is to confirm our discussion about the engagement and to set forth the terms under which we will provide the requested services.

Client and Scope of Representation. Our clients for this engagement will be Jackson County, Missouri and Rock Island Rail Corridor Authority. It is understood that, in the absence of written agreement to the contrary, our work in connection with this engagement shall not be considered to create an attorney-client relationship between us and any other persons or entities related to Jackson County, Missouri, including parents, subsidiaries, shareholders, partners, members, or other affiliates, and thus our sole clients for this engagement shall be Jackson County, Missouri and Rock Island Rail Corridor Authority. We will not consider any other entities affiliated with Jackson County, Missouri as our clients for the purpose of checking future conflicts of interest.

We are being retained to represent you in two pending cases, *Deborah Groh, et al. v. Jackson County, Missouri et al.*, 1816-CV00401, now pending in the Circuit Court of Jackson County, Missouri, and *Douglas Morris, et al. v. Jackson County, Missouri et al.*, 1916-CV10539, now pending in the Circuit Court of Jackson County, Missouri. In the event that we are asked to provide additional services, we will confirm such engagement in writing. Absent specific modification, any additional services will be governed by the terms and conditions of this agreement.

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Conflicts. As we have discussed, Husch Blackwell LLP has a number of offices and represents many clients on a regional or national basis. Some of the clients we represent may be your competitors, vendors or customers. It is possible that some of our present or future clients will ask us to represent them in disputes or other matters where their interests are adverse to Jackson County, Missouri's during the time we are providing legal services to you. It is also possible that we will represent, or be asked to represent (in other matters), parties whose interests are adverse to yours in this or a future matter in which we represent you. Both of these situations would create a conflict of interest under our ethical rules which would prohibit us from undertaking the simultaneous representations without the waiver and consent of both clients. Therefore, as a condition to our undertaking this engagement, you agree that our firm may represent existing or new clients whose interests are adverse to yours in all types of matters, including litigation, that are not substantially related to the matters in which we represent you. You further agree that we may undertake to represent parties to whom you are adverse in matters in which we represent you, provided again that we do so only in matters that are not substantially related to our work for you. You could, of course, choose not to waive these conflicts of interest, in which case we could decline to undertake this representation of Jackson County, Missouri. Because the validity and enforceability of these conflict waivers are essential conditions to the firm's willingness to accept this engagement, and the firm would not accept the engagement but for these waivers, you agree that, if the validity or enforceability of these waivers is ever challenged or revoked, we may withdraw from representing you and continue to represent our other clients, even in matters directly adverse to Jackson County, Missouri, including litigation.

Fees and Expenses. Our fees are based on the amount of time we devote to a project. Any estimates of fees that we may give from time to time are based on our judgment of the circumstances at a given time, and actual fees may be more or less than the estimated amount. Any estimate of fees or costs we provide thus may not be considered as a minimum, maximum, or fixed fee quotation.

I will be the responsible attorney for this engagement but other attorneys and legal assistants may assist with the engagement. We ask that you agree that we may use such personnel as is appropriate in our professional judgment. Our hourly rates for attorneys range from \$335 to \$810 for partners of the firm and \$260 to \$490 for associates. The firm also employs paralegals and their rates range from \$135 to \$335. Other professionals employed in certain specialty areas have rates that range from \$175 to \$670. Our hourly rates are reviewed and adjusted periodically. Adjusted rates will be applicable to any work done after the effective date of the adjustment.

In litigation and matters requiring document productions, including third party and government subpoenas, investigations, and regulatory matters, electronically stored information is almost always implicated. For these matters, the firm uses the services of its Litigation Technology Department to meet the demands of electronic discovery and document management

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using the latest technological tools. The services provided by the firm's Litigation Technology Department require significant expertise. Services may include coordination and consultation on discovery materials, development and hosting of document review databases, and preparation and presentation of electronic evidentiary materials at trial. Pricing for this work is set forth in the attached schedule. Additionally, it is the firm's policy to bill for providing responses to audit letter requests. Should this type of work materialize, we charge a flat rate of \$250 to \$2,000 based on the complexity of the request and the resources required responding to the request.

We will bill on a monthly basis for our professional fees and for reimbursement of expenses incurred in connection with this engagement. A schedule of our charges for various services and incidental items is attached. We will generally not pay the fees and expenses of other service providers, such as consultants, local counsel, deposition reporters, experts, and the like, but will forward those bills directly to you for payment.

Payment shall be due upon receipt of our invoice. If we do not receive comment about the invoice within twenty days of the date of the invoice, we will assume you have reviewed the invoice and find it acceptable. Invoices not paid within thirty days of the invoice date will be subject to a late charge of 1% per month on the unpaid balance, commencing from the date of the invoice and continuing until paid. If an invoice remains unpaid more than ninety days after the invoice date, we may, consistent with our ethical obligations and judicial requirements, cease performing services for you until arrangements satisfactory to us have been made for payment of arrearages and future fees. You agree that, in such an event, we have the right to withdraw as your attorneys from any matter or proceeding in which we may be engaged.

Communications. We understand that we are to report to and take direction from Travis Willingham for this engagement. If you should prefer that we report to some other person, please let us know. We understand that you have approved the use of internet e-mail for communications concerning this matter. Our state ethics rules suggest that we remind you that the internet does not provide a totally secure method of communication, and e-mail may be copied and held by any computer through which it passes. Persons not participating in the communication may intercept e-mails, and e-mails stored on computers may be accessed by unauthorized parties. If you would prefer that we not communicate with you via e-mail, please advise me immediately.

Marketing Materials. Periodically, our firm prepares marketing materials in which we include the names and corporate logos of selected clients and sometimes a brief description of a significant project on which we worked. You agree that we may do so with regard to you and any matters we handle for you at this time or in the future. If we include our representation of you in these materials, we will not include information about any specific transaction that is not otherwise publicly available without your prior approval.

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Document Retention. Some materials related to our representation of you (e.g. administrative records, time and expense reports, personnel materials, and credit and accounting records) belong to us and will be handled in accordance with our document retention policy. Other materials (i.e. documents provided to us by you and the final version of documents that you retain us to create) are considered client files and belong to you. We will retain your client file for ten years or such longer period as required by statute or our firm's document retention policy. At your request, we will return your file to you or any other person designated by you. If, at your request, we retain your client files beyond their normal period of retention, such long-term storage will be at your cost. If you have not requested that we return your file or made arrangements for long-term storage, we may destroy or otherwise dispose of your client files after the retention period.

Limited Liability Partnership. Husch Blackwell LLP is organized as a limited liability partnership under Delaware law. This means every attorney in our firm who either directly performs or supervises legal services for you will have full professional responsibility and legal liability for those services, in addition to the firm itself. However, individual attorneys in the firm who have no direct involvement or supervisory role in your representation will not have any personal liability for the legal services performed by others in the firm.

Conclusion of Representation. Our relationship with you will be concluded when we have completed our agreed-upon services. In addition, and without limiting the preceding sentence, in the event we have performed no work for you or on your behalf for six consecutive months, you agree that our attorney-client relationship with you will be terminated.

It is understood that the terms of this letter and its enclosures constitute the terms under which we will undertake this representation. If you find the proposed engagement terms acceptable, please execute and return a copy of this letter for our file. If you do not agree to any of the terms of this letter and its enclosures, please call me as soon as possible within the next ten days to discuss. If I do not hear from you, it is understood that these are the terms of our representation.

Thank you again for selecting us for this engagement. We look forward to working with you.

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Very truly yours,

HUSCH BLACKWELL LLP

By:



JoAnn T. Sandifer
Partner

scg
HB EGL v2019.03.01

Attachment

AGREED:

JACKSON COUNTY, MISSOURI

By: _____
Name: Travis Willingham
Title: County Counselor
Dated: _____

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SCHEDULE OF CHARGES FOR INCIDENTAL SERVICES Effective 1/1/2019

This schedule identifies charges that will be added to our invoices for incidental services we provide and costs we incur in connection with our legal services. If we have reached a separate written agreement with you concerning any of these charges, the terms of that separate agreement will prevail over any conflicting provisions of this schedule.

Document Processing Services

Paper (Black and White)
Paper (Color)

\$0.15 per page
\$0.25 per page
No charges for paper documents
under 20 pages

Computer Legal Research Costs

Online research may be charged at up to 95% of the
vendor's transactional/retail rates, when applicable

Charged at up to 95% of the
vendor's transactional/retail rates

Postage, Couriers and Delivery Services

Large mailings, certified or express delivery services are
billed to client at actual costs

Billed at actual costs

Internal Messengers Services

In-House Messengers charges are billed at \$60 per hour, in
6 minute increments

\$60 per hour, in 6 minute increments

Video Conferencing

Husch Blackwell initiated; 2 locations

\$100 per hour/per location: prorated
based on actual minutes used

Husch Blackwell initiated; each additional location

\$100 per hour/per location: prorated
based on actual minutes used

Non Husch Blackwell initiated; each additional location

No Charge

Paper file storage following conclusion of engagement

Client material is boxed and stored at a secured offsite
location

\$0.17 per bankers box per month

Electronic file storage following conclusion of engagement

If after the engagement data is required to remain active
and or accessible via HB data storage, a fee of \$50.00 per
gigabyte per year will be billed to the client. This fee is
pro-rated by size and specified time frame.

\$50 per gigabyte per year (prorated)

Media Services-

CD/DVD creation\duplication:
Flash Drive 8 Gigabyte:
Flash Drive 32 Gigabyte:
External hard drive 1 Terabyte

\$10 CD / \$20 DVD
\$20 per Drive
\$35 per Drive
\$80 per Drive
\$250 - \$2,000

Audit Letters

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SCHEDULE OF CHARGES FOR LITIGATION TECHNOLOGY SERVICES Effective March 1, 2019

**(Rates subject to periodic adjustment.
Adjusted rates apply to services provided subsequently.)**

This schedule identifies charges that will be incurred and appear on your invoice when Litigation Technology is engaged to provide services on your matter.

Litigation Technology charges for its services via a monthly fee.

Flat Fee

0 to 5 GB	\$400.00 per month
5.01 to 10 GB	\$800.00 per month
For each additional GB	
10.01 to 100 GB	\$35.00 per GB\Month
100.01 to 200 GB	\$25.00 per GB\Month
200.01 and up	\$10.00 per GB\Month

SERVICES INCLUDED IN FLAT FEE

The above listed pricing includes all of the following services when electronic data is processed for inclusion into a Relativity database (our document review and production software):

- Up to 100 compressed GB of data processing using Nuix early case assessment software
- Loading of data and updates to Relativity document review database
- Hosting of internal Relativity document review database
- Electronic document productions
- OCR processing
- Electronic bates numbering
- Format conversions
- Media services
- Hourly time by Litigation Technology professionals

HOW THE MONTHLY FEE IS CALCULATED

Monthly fee pricing is based on a flat rate of \$400.00 per month for matters under 5 GB and at the rate of \$800.00 per month for matters between 5.01 and 10 GB.

For matters over 10 GB, pricing is based on a graduated scale.

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For example: A matter with 12 GB would be billed at a rate of \$800.00 for the first 10 GB of data and then \$35.00 per GB for the additional 2 GB, for a total of \$870.00 per month. The monthly fee will be billed on the 1st of every month as long as the database resided in the HB Relativity system at any time during the prior month. Fees are billed on a monthly basis and are not prorated.

SERVICES NOT INCLUDED IN FLAT FEE

Fees not included in the monthly fee pricing are as follows. Please note that these services are not necessarily required in every matter:

Electronic discovery data processing using Nuix early case assessment software for data sizes over 100 compressed GB or data processing for early case assessment as an ad hoc service (i.e., processing/early case assessment not intended for a Relativity database):

\$90.00 per compressed GB

Relativity outside user access: \$90.00 per user per month

Collection of source data: Hourly rates will apply.

Trial Support Services: Hourly rates and equipment rental fees will apply.

GLOSSARY OF TERMS

Electronic discovery data processing and/or Early Case Assessment in Nuix: ECA

processing is a necessary step to cull data prior to loading into Relativity for document review. De duplication and search terms can be applied. Documents can be tagged for import into Relativity. This includes setup, processing time and quality control.

Relativity outside user access: For any non HB personnel needing access to a Relativity database.

Loading and update to document review database: This includes standard manipulation of load files including modifying directory paths within the load file. It includes copy time to the network, any definition of fields in the database, the actual load into the database and quality control.

Electronic Document Productions: An electronic document production is the electronic version of producing documents in paper format. This includes setup time in the database, bates numbering, computer processing time, accompanying load files and quality control.

OCR Processing: Optical character recognition is the text extraction or rendering of a document image to text format. OCR allows for scanned documents or image based electronic documents to be searched through common review databases. This includes setup, processing time and quality control.

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Electronic Bates Numbering: Electronic bates labeling is the electronic marking of bates numbers, prefix, and other designations on various electronic file types. This fee includes setup, computer processing time and quality control.

Format Conversion (Example TIF to PDF): This includes setup, processing time and quality control.

Media Services:

CD/DVD creation\duplication
Flash Drive 8 Gigabyte
Flash Drive 32 Gigabyte
External hard drive 1 Terabyte

CIRCUMSTANCES REQUIRING OUTSOURCING

Occasionally, we may outsource our services based on deadlines and resources available. The actual vendor cost for outsourced services will be passed directly to you, with no cost increase or markup.

Additionally, when providing eDiscovery expertise and Litigation Technology services on your matter, the firm's eDiscovery team (Husch Blackwell eDiscovery Solutions (HBES)) may engage its preferred vendor at its discretion to assist with Relativity Analytics consulting, if needed to benefit your case. The cost associated with this work will be included on your invoice from Husch Blackwell. HBES may also engage a combination of in house, as well as outsourced document review attorneys from its preferred vendor, at its discretion on your matter, based on what best serves the needs of the case and budget. The cost associated with outsourced document review will be included on your invoice from Husch Blackwell.

SCHEDULE OF CHARGES FOR TRIAL SUPPORT SERVICES

Offsite presentation and hardware equipment rental

- No charge for equipment rental beyond 10 days of consecutive usage.
- Daily rental fees apply once equipment is onsite and ready for use.
- Daily rental fees are not billed for equipment preparation, shipping time or days not in use.
- Timekeeper hourly rates apply for preparation, setup, operation, and teardown.
- One toner cartridge is supplied at no cost for printer rental; sequential cartridges are billed to the client with no markup incurred.

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Printers

HP M15w B&W LaserJet Pro Printer	\$10.00 per day
Canon iP90 Color Inkjet Printer	\$20.00 per day
Ricoh SP4210N B&W LaserJet Printer	\$100.00 per day
HP 2025 Color LaserJet Printer	\$60.00 per day

Projectors

Hitachi 4500 Lumen LCD Projector	\$120.00 per day
Canon 6500 Lumen Large Venue LCD Projector	\$180.00 per day
Epson 4500 Lumen LCD Projector	\$130.00 per day

Projection Screens

Da-Lite 7.5'x10' Screen	\$45.00 per day
Da-Lite 5'x 8' Screen	\$30.00 per day

Document Cameras

ELMO HV-5100XG	\$60.00 per day
WolfVision VZ8-Plus	\$60.00 per day

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 **HUSCH BLACKWELL LLP**, 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, **HUSCH BLACKWELL LLP**, 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.)

Julianne P. Story
Authorized Representative's Signature

Julianne P. Story
Printed Name

Partner
Title

6/17/2019
Date

Subscribed and sworn before me this 17th day of June, 2019. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on July 19, 2019.

Melissa A. Gingell
Signature of Notary

6/17/2019
Date

