

**LEGAL SERVICES AGREEMENT**  
(Jacoby Matter)

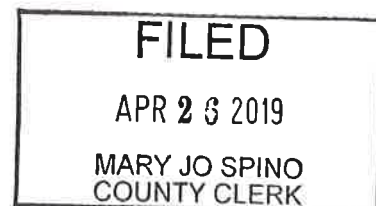
**THIS AGREEMENT**, made and entered into this 26<sup>th</sup> day of April, 2019, by and between **JACKSON COUNTY, MISSOURI**, hereinafter call "the County" and **SEYFERTH, BLUMENTHAL & HARRIS**, 4801 Main Street Ste. 310, Kansas City, MO 64112 (hereinafter called "Special Counsel").

WHEREAS, Special Counsel and the County have agreed to be bound by the provisions hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and provision herein contained, County and Special Counsel respectively promise, covenant and agree with each other as follows:

1. Special Counsel shall provide specialized legal advice, assistance, and representation to the County and certain named individuals relating to an employment case styled *Scott Jacoby v. Jackson County, Missouri, et al.* – Case No. 1916-CV05910, pending in the Jackson County Circuit Court, as is more specifically set out in the engagement letter attached hereto as Exhibit A.

2. Special Counsel shall work as an independent contractor and not as an employee of the County. Special 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. Special 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 Special Counsel fees in the maximum sum of \$63,500.00 for legal services and reasonable and necessary expenses incurred in the course of its performance of services under this Agreement, at the rates set out in Exhibit A. County shall pay Special Counsel promptly upon receipt of Special Counsel's statement. The total maximum sum of \$63,500.00 may be increased for legal services or adjusted by mutual agreement and written addendum executed by the parties to this Agreement.

4. This Agreement shall be effective as of March 1, 2019, and continue until December 31, 2019. Special 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 Special 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 Special Counsel to the County within three (3) days of the demand of the County.

5. Special 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, Special 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 Special Counsel breaches this provision the County shall be entitled to collect any and all profits, gains, benefits and properties of every description received by Special 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 Special Counsel as a result of said breach; and,

6. Special Counsel promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement and Special 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, Special Counsel consents and agrees as follows:

(a) The County may without prior notice to Special 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 Special Counsel; and,

(c) In addition to all of the foregoing, the County shall be entitled to collect from Special 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.

7. In the event that no funds or insufficient funds are appropriated and budgeted by the Jackson County, Missouri governing body and certified by the County as encumbered to satisfy the obligations of County beyond the present maximum sum

encumbered herein by County under this Agreement for any fiscal period after December 31, 2019, and funds are not otherwise available in any future fiscal period and certified by a written addendum and revenue certificate of the County in which payments might be due for services provided under this agreement, County shall notify in writing Special Counsel of such occurrence. Upon such notification, this agreement may thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense, except as to (i) the portions of the amounts due under this agreement for which funds shall have been appropriated and budgeted or are otherwise available and (ii) County's other obligations and liabilities under this agreement relating to, accruing or arising prior to such termination. Special Counsel shall make all reasonable efforts to keep County informed of the present status of invoices for legal services performed and costs and expenses incurred.

8. Pursuant to §285.530.1, RSMo, Special 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, Special Counsel shall sign an affidavit, attached hereto and incorporated herein as Exhibit A, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

9. 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.

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.

SEYFERTH, BLUMENTHAL & HARRIS

JACKSON COUNTY, MISSOURI

By   
Federal ID No. 90-0102796

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 \$63,500.00 which is hereby authorized.

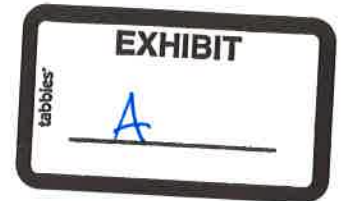
4-23-2019  
Date

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

11012019006  
MR



SEYFERTH BLUMENTHAL & HARRIS LLC  
ATTORNEYS AT LAW



April 22, 2019

ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

VIA EMAIL: [JHaden@jacksongov.org](mailto:JHaden@jacksongov.org)

Jay D. Haden  
Chief Deputy County Counselor  
Jackson County, Missouri

Re: Agreement for Legal Services

Dear Mr. Haden:

We are pleased that you have asked Seyferth Blumenthal & Harris LLC to serve as legal counsel for Jackson County. This letter will confirm our engagement, and describe the basis on which our firm will provide legal services. Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign in the space provided below and return the enclosed copy of this letter. If you have any questions about these provisions, please do not hesitate to give me a call. Again, we are pleased to have the opportunity to serve you.

1. *Client and Scope of Representation.* Our client will be Jackson County. We will be engaged to defend Jackson County in the lawsuit ***Scott Jacoby v. Jackson County, Missouri, et al., Case No. 1916-CV05910.*** Our representation of Jackson County, Frank White, Jr., V. Edwin Stoll, Mark Trosen, Dennis Dumovich and Whitney Miller, currently the named defendants in the lawsuit and will not extend to representing other entities, or individuals employed by or associated with Jackson County unless specifically requested by you and documented by a separate written agreement. This limitation is necessary to make certain that we avoid any potential conflicts of interest which may exist between Jackson County and other persons or entities.

2. *Fees and Expenses.* Our fees for professional services will be based on the amount of time expended on this matter and on the billing rate for each attorney and legal assistant devoting time to this matter. The hourly rate of the attorneys and staff who may work with us range between \$100 and \$350.

We will bill you on a monthly basis for professional fees and expenses incurred. Invoices are due upon receipt. We will include in our statements separate charges for items such as



photocopying, messenger and delivery service, travel, facsimiles, and search and filing fees. We do not charge for long distance telephone calls or computerized research. Fees and expenses of others (such as court reporters, consultants, experts, appraisers, and local counsel) generally will not be paid by us, but will be billed directly to you for payment by you to the vendor.

Pursuant to the bar requirements of some states, we must inform you that we reserve the right to terminate our representation of you should you fail to pay our fees and costs as required by the terms of this letter.

3. *Miscellaneous.* It is our practice to use email to communicate with our clients. Email is quick, economical, and an efficient means of communication. Pursuant to the bar requirements of some states, however, we must explain to you that using email for confidential and privileged communications presents some inherent risk that the email transmission may be intercepted or viewed by a person who has access to any computer on which you view emails concerning this matter. By signing this letter, you acknowledge your understanding of the potential risks associated with the use of email and consent to our use of email as a means of communication. Please let us know if you do not want us to use email as a means of communicating about this matter.

Once again, we are pleased to have this opportunity to work with you. Please call me if you have any questions or comments during the course of our representation.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Paul D. Seyferth', with a long horizontal flourish extending to the right.

Paul D. Seyferth

PDS/kc

AGREED TO AND ACCEPTED:

\_\_\_\_\_  
By: Jay Hayden  
Chief Deputy County Counselor

\_\_\_\_\_  
Date: