

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 14th day of July, 2021, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **LATHROP GPM LLP**, 2345 Grand Boulevard, Suite 2200, Kansas City, MO 64108, hereinafter called "Legal Counsel."

WITNESSETH:

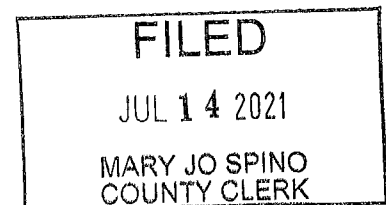
WHEREAS, Legal Counsel has agreed to provide specialized legal advice and representation to a construction claim accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

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 Corporation related to representing the County in the mediation of a construction claim, as is more specifically set out in the engagement letter dated May 12, 2021, attached hereto as Exhibit A and incorporated by reference.

2. Legal Counsel shall work as an independent contractor and not as an employee of the County or Corporation. Legal Counsel shall be subject to the direction of the County or Corporation 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 fees at the rates stated in Exhibit A under this Agreement, in a total amount not to exceed \$7,500.00. Legal Counsel shall bill County monthly for its services, 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 \$7,500.00.

5. This Agreement shall commence as of April 1, 2021, and continue until December 31, 2021, unless sooner terminated. Legal Counsel or the County may terminate this Agreement by giving five days written notice to the other party, except as otherwise provided in Paragraph 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 Legal Counsel to the County within three 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 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; and,

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.

LATHROP GPM LLP

JACKSON COUNTY, MISSOURI

By Richard D. Thyne
Federal Tax ID 43-0948710

By Bryan O. Covinsky
Bryan O. Covinsky
County Counselor

ATTEST:

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

REVENUE CERTIFICATE

I hereby certify there is a balance otherwise encumbered 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 \$7,500.00 which is hereby authorized.

7-14-2021
Date

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

CT 110121011

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 **Lathrop GPM 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, **Lathrop GPM 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.)

Jodi Schmidt

Authorized Representative's Signature

Jodi M. Schmidt

Printed Name

Chief Human Resource Officer

Title

May 27, 2021

Date

Subscribed and sworn before me this 27th day of May, 2021. I am commissioned as a notary public within the County of Clay, State of Missouri, and my commission expires on 2/25/2023.

Angela L. Sanders

ANGELA L. SANDERS
Commission #15147280
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: Feb. 25, 2023

Signature of Notary
Printed Name: Angela L. Sanders

May 27, 2021

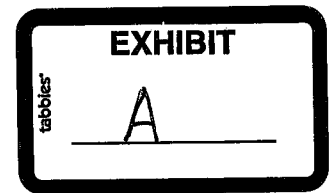
Date

This Notarization was conducted using online audio/video technology.



2345 Grand Boulevard, Suite 2200
Kansas City, MO 64108
Main: 816.292.2000

Lathrop GPM LLP
lathropgpm.com



Richard D. Rhyne
Partner
richard.rhyne@lathropgpm.com
816.460.5510

July 13, 2021

VIA E-MAIL

Jay D. Haden
Chief Deputy County Counselor
Jackson County, Missouri
415 East 12th Street
Kansas City, MO 64106
jhaden@jacksongov.org

RE: Agreement for Legal Services

Dear Jay:

Thank you for choosing Lathrop GPM LLP (the "Firm") to represent Jackson County, Missouri (the "County") in the matter described below.

We submit for your approval the following terms of our engagement, as well as the attached "General Terms of Engagement Relating to Relationships with Clients" (the "General Terms"). The terms of this letter, the General Terms, and the terms of the County's Legal Services Agreement (the "LSA") form our agreement. If any provision in this letter or the General Terms is inconsistent with any provision in the LSA, then the provision in the LSA will govern and control, except as otherwise specifically provided in this letter. If you have questions about any of these terms, or would like to discuss possible changes, please call me.

1. **Client.** The Firm's only client for purposes of this representation is the County. We will not be representing any person or entity other than the County, regardless of whether the other person or entity is affiliated with the County.
2. **Scope of Representation.** You have engaged the Firm to provide legal advice and represent the County in connection with the mediation of a contract dispute concerning the Rock Island Wall project. This and any other legal work you may instruct us, and we agree, to undertake will be governed by this agreement, unless superseded by another written agreement between us. Our representation will be limited to the mediation and will not include handling litigation or any other aspect of the dispute.
3. **Staffing.** Although I will be primarily responsible for this engagement, portions of the work may be delegated to others in our Firm, including partners, associates, staff and of counsel lawyers, and to non-lawyer support personnel (such as paralegals, patent agents, technical specialists and litigation support personnel), as we deem appropriate.
4. **Fees and Expenses.** Our fees will be based on the amount of time spent by our lawyers and non-lawyer support personnel on behalf of the County. The current billing rate for my time on this matter is \$500.00 per hour.

Hourly rates for the time of non-lawyer personnel are generally lower than lawyers' billing rates and are available upon request. The applicable rate multiplied by the number of hours spent by each lawyer or other timekeeper, measured in tenths of an hour, will determine our fees.

In addition to our fees, the County agrees to pay or reimburse the Firm for costs and expenses as described in the General Terms.

5. **Conflicts of Interest.** The Firm represents many other clients, and some of our present and future clients may have disputes, transactions or other business with the County during the time that we are representing the County. The Firm will be precluded, however, from (i) representing, in any matter that is the same as or substantially related to any matter in connection with which we have represented or are representing the County, any other client whose interest in that matter is directly or materially adverse to the County's interest; or (ii) using any information relating to our representation of the County to the disadvantage of the County, except as permitted by applicable rules of professional conduct. The County agrees that, except as provided in the preceding sentence, the Firm may continue to represent or undertake to represent existing or new clients in matters in which the interests of those clients are adverse to the interests of the County, including litigation, legislative, administrative, transactional and other matters in which the County is a party or is otherwise interested, and further including, but not limited to, real and personal property and sales and use tax appeals and exemptions; other tax matters; permitting and licensing matters, including but not limited to liquor licensing and landfill and other environmental permitting; planning, zoning and other real estate development-related matters, including but not limited to matters relating to the erection or construction of telecommunications towers or other facilities; matters relating to contracts, including competitive bidding issues; other matters relating to County-owned real or personal property, including matters involving leases, construction contracts, professional service contracts or other service contracts; criminal matters; other matters before the County's governing body or any of its boards, commissions or departments; and litigation relating to any of the foregoing, including but not limited to any appeal or other challenge through court proceedings or otherwise of any legislative or administrative decision reached in any such matter.

Without limiting the generality of the foregoing, the County agrees that the Firm may represent debtors or other creditors in bankruptcy, workout and other debtor-creditor matters in which the County is a creditor and other clients who are defendants or potentially responsible parties or are otherwise interested in federal and state Superfund and other environmental matters (including but not limited to litigation, administrative proceedings, alternative dispute resolution proceedings and private negotiations) in which the County also is a defendant or potentially responsible party or otherwise has interests actually or potentially adverse to those of our other client.

The County also agrees that the Firm may represent news media clients in (a) reviewing and advising any such client, prior to publication of a story concerning the County, with respect to the possible legal consequences of publication of that story, and (b) advising any such client with respect to the County's obligations under applicable "sunshine" or open meetings/records laws and pursuing remedies available to enforce those laws in the event the County does not comply with the other client's requests pursuant to those laws. The County consents to such representation even if the subject matter of the story or the other client's request for records is the same as or substantially related to any matter in connection with which we then are representing or previously have represented the County.

Without limiting the generality of the foregoing, the County expressly acknowledges, consents to, and waives any conflict of interest inherent in the Firm's representation of clients, both current and future, which may be adverse to Jackson County and/or decisions made by Jackson County. For example, you consent to and waive our representation of real estate matters before the County regarding planning, zoning, and permits relating to real estate matters within the County, including litigation which may result.

Parties who are adverse to the County in matters in which we represent the County may, from time to time, seek to retain us to represent them in unrelated matters. The County consents to our representation of any such party so long as the matter in which we represent it is not substantially related to any matter in which we represent the County and we believe that the representation of that party will not adversely affect our relationship with the County.

The signature of an authorized representative of the County on the enclosed copy of this letter will confirm the County's consent to any and all representations permitted by the terms of this Section 5 and waiver of any conflicts of interest inherent in any such representations. You should know that, in engagement letters with many of our other clients, we have requested advance consents in order to preserve our ability to represent the County.

If, notwithstanding the County's consent, the Firm concludes that it cannot or should not continue to represent the County while also representing another client in one or more matters in which it is adverse to the County or any of its officials, employees, agents, legislators, or insurers, the Firm will have the right to withdraw immediately from its representation of the County. The County acknowledges that the Firm's withdrawal in such circumstances will not breach any duty of loyalty or other duty of the Firm to the County. If the Firm exercises its right to withdraw, the County immediately will become a "former client" of the Firm for purposes of applicable rules of professional conduct.

6. **THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION.** The Firm and the County agree that any dispute between them relating to the Firm's representation of the County shall be submitted to mandatory, binding and confidential arbitration. ***We specifically direct your attention to the Arbitration provision, Section 13, in the General Terms.***

We are pleased to have the opportunity to be of service and look forward to working with you.

Very truly yours,

Lathrop GPM LLP



Richard D. Rhyne
Partner

RDR/lah

Enclosure: General Terms of Engagement

Jay D. Haden
July 13, 2021
Page 4

I acknowledge receipt of the foregoing letter and General Terms and agree to the terms set forth therein, including the arbitration provision.

JACKSON COUNTY, MISSOURI

By: _____

Name: _____

Title: _____

LATHROP GPM LLP
GENERAL TERMS OF ENGAGEMENT RELATING
TO RELATIONSHIPS WITH CLIENTS

The following provisions will apply to the relationship between Lathrop GPM LLP (the "Firm") and each of the Firm's clients, except as modified by the engagement letter or other written agreement between a particular client and the Firm:

1. **Identity of Client.** The Firm represents only the persons and entities it has identified as its clients in the engagement letter. A client's incorporators, promoters, organizers, shareholders, partners, members, directors, officers, employees, subsidiaries, parents, other affiliates, family members, related interests, insureds and insurers are referred to herein as the client's "Affiliates." In agreeing to represent a client, the Firm does not undertake to represent any of the client's Affiliates. Unless otherwise expressly agreed in writing by the Firm, the client's Affiliates are not and will not be clients of the Firm.
2. **Scope of Representation.** The Firm's representation is limited to providing only those legal services that are described in the engagement letter or otherwise agreed to in writing. The Firm will only render those legal services that are necessary to the described representation, and no other services are intended to be provided without our written mutual agreement. The Firm provides services of a strictly legal nature, and it is agreed that the client is not relying on the Firm for business, investment, accounting or financial advice.
3. **Client Responsibilities.** The client agrees to cooperate fully with the Firm, to fully and accurately disclose to the Firm all relevant information, and to keep the Firm apprised of developments relating to the engagement.
4. **Billing and Payment of Fees and Expenses.** The Firm's fees for services typically are based on hourly billing rates, subject to annual adjustment by the Firm. Fees may include time spent in responding to the client's or its auditors' requests for information. Fees and expenses (including such items as travel, court costs, filing fees, court reporters, experts, investigators, consultants, delivery services, photocopying, data retrieval, processing and hosting fees, and electronic research) are billed monthly and are payable upon receipt of the invoice. Absent a written agreement to the contrary, each client named in the engagement letter is jointly and severally liable for all fees and expenses. The client agrees to pay interest at the applicable legal rate on past due amounts to the extent permitted by law and reasonable attorney's fees and expenses incurred by the Firm in pursuing collection of past due amounts. If the Firm uses its own lawyers or paralegals to pursue collection, the fees charged will be calculated based on the hourly rates of the lawyers and paralegals. The client agrees that the Firm may be entitled to and will have an attorney's lien to the extent permitted by law.
5. **Fee and Expense Estimates.** Fee and expense estimates are by their nature inexact and may be subject to unforeseen and changing circumstances. No fee estimate may be deemed or construed to establish a fixed, maximum or minimum fee, and the Firm is not otherwise bound by any estimate, unless expressly otherwise provided by written agreement with the client.
6. **Outcome and Contingency.** The Firm cannot predict with certainty or guarantee the outcome or consequences of any given matter, action or inaction. Any opinions expressed by the Firm or any of its lawyers concerning any possible outcome or consequences are only expressions of professional judgment, are necessarily limited by their knowledge of the facts (which may not necessarily be complete), and are based on the state of the law at the time they are

expressed. Unless specifically provided otherwise in the engagement letter, payment for the Firm's services is not contingent upon the outcome of any matter.

7. **Insurance.** The engagement of the Firm will not include advice or representation relating to insurance coverage, unless specifically agreed to by the Firm in writing, and then only to the extent so agreed.
8. **Renewals.** The Firm will not take any steps to maintain the effectiveness of any patents, trademarks, UCC financing statements, judgments, liens or other filings unless otherwise specifically agreed to in writing, and then only to the extent so agreed. Any such agreement will terminate upon the termination of the Firm's representation of the client.
9. **Completion of Services and Termination of Representation.** Upon completion of the agreed-upon services, or other termination of or withdrawal from representation, the attorney-client relationship and the Firm's duties to the client will end (except those duties owed to former clients generally under applicable rules of professional conduct), and the Firm will have no further obligation to advise the client regarding subsequent changes in the law or facts. A client has the right at any time to terminate the Firm's representation upon written notice to the Firm, and the Firm reserves the right to withdraw from its representation of a client as permitted or required by applicable rules of professional conduct. The Firm's provision of "client alerts", newsletters or other information following the conclusion of the representation is a matter of courtesy only and does not re-establish an attorney-client relationship.
10. **Client Files.** The Firm's retention of client files will be governed by its file retention policies and the applicable rules of professional conduct. Documents generated for a Firm lawyer's own purpose in working on a client's matter will not be part of the client's file, and a client will not be entitled to such documents unless protection of the client's interests require that they be provided to the client in an ongoing matter. Client files may be destroyed by the Firm at any time after the expiration of the applicable retention period, unless the client has made other written arrangements with the Firm.
11. **Relationships with other Law Firms.** The Firm may, from time to time, enter into relationships with other law firms. For example, the Firm currently is a party to an agreement with another firm under which the other firm's attorneys have become of counsel to the Firm and, as such, will participate in the Firm's representation of its client in certain designated matters. Notwithstanding the existence of any such relationships, the client is engaging the Firm only, to the exclusion of any such other firm.
12. **Marketing Materials.** From time to time, the Firm identifies clients in marketing materials. These materials may include descriptions of the Firm's services, brochures, client presentations, recruiting materials and media outreach. Unless a client has otherwise advised the Firm in writing, the Firm may use the client's name, logo and a brief description of the engagement in these materials, provided that no privileged information is revealed.
13. **Arbitration.** Any dispute between the Firm and the client relating to the Firm's representation of the client - including any claim of legal malpractice, negligence, breach of fiduciary duty, or similar claim, and any claim involving fees and expenses - shall be submitted to mandatory, binding and confidential arbitration. The client acknowledges that the client is waiving the client's right to have disputes with the Firm resolved in court and to a trial by jury; that arbitration may provide only limited discovery and appellate rights; that courts may enforce an arbitration award without reviewing it for legal or factual errors; and that the non-prevailing party may be ordered to pay arbitration fees and expenses and the legal fees and expenses of the prevailing party. No demand for arbitration may be made or sustained after the date when a legal

or equitable proceeding based on such claim or dispute would be barred by the applicable statutes of limitation or repose.

- (i) Any such arbitration will be submitted and conducted pursuant to the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association, which can be found at www.adr.org, or by any other form of arbitration mutually acceptable to the parties. The Firm and the client agree to keep the arbitration confidential, including without limitation the existence of such proceeding and the facts, evidence and arguments presented therein. Any arbitration award shall be final and binding upon the parties, and a judgment thereon may be entered as set forth below. The expenses of the arbitration shall be borne equally by the arbitration parties, although each party shall pay for and bear the cost of its own experts, evidence, and attorneys' fees; however, in the discretion of the arbitrator, any arbitration award may include all or any part of the fees of a party's attorneys and expenses, including the fees and expenses of the arbitrator and arbitration expenses, if the arbitrator expressly determines that the party against whom such award is entered has caused or extended the dispute, controversy, or claim without a reasonable basis for so doing or as a dilatory tactic. The arbitration shall occur in any city where the Firm maintains an office which has performed substantial work with respect to the engagement, unless all arbitration parties agree to a different location.
- (ii) Any dispute to be resolved by arbitration shall be decided by a single arbitrator, selected pursuant to the Commercial Arbitration Rules of the American Arbitration Association, or by any other means mutually acceptable to the arbitration parties.
- (iii) Any legal action brought to enforce or challenge an arbitration award shall be brought only in a court of competent jurisdiction located in the city where the arbitration proceeding was conducted. Both the Firm and the client accept the nonexclusive jurisdiction of these courts.

The Firm encourages the client to seek the advice of independent counsel before agreeing to this arbitration provision and its terms.