

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 4th day of October, 2019, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **LATHROP GAGE LLP**, 2345 Grand Boulevard, Suite 2200, Kansas City, MO 64108, hereinafter called "Legal Counsel."

WITNESSETH:

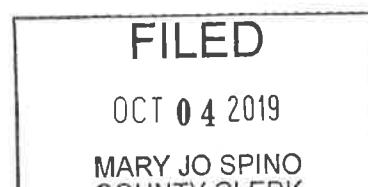
WHEREAS, Legal Counsel has agreed to provide specialized legal advice and assistance to the County in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

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 for the purpose of assisting with tax matters, as is more specifically set out in the engagement letter dated September 5, 2019, 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 \$3,100.00. 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 \$3,100.00.

5. This Agreement shall commence as of August 1, 2019, and continue until December 31, 2019, 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. 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.

LATHROP GAGE LLP *lgm*

JACKSON COUNTY, MISSOURI

By *Thomas J. McMahon*
Thomas J. McMahon
43 - 0948710
Federal I.D. No.

By *Bryan O. Covinsky*
Bryan O. Covinsky
County Counselor

ATTEST:

By *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 \$3,100.00 which is hereby authorized.

Date 10-3-2019

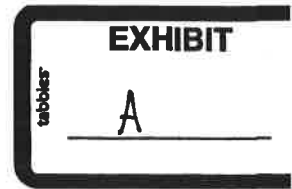
[Signature]
Director of Finance and Purchasing
Account No. 001-1101-56020
11012019026 PR



THOMAS J. MCMAHON
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2345 GRAND BOULEVARD, SUITE 2200
KANSAS CITY, MISSOURI 64108-2618



September 5, 2019

VIA EMAIL:
JHaden@jacksongov.org

Jackson County, Missouri
Attention: Jay D. Haden, Esq.
Chief Deputy County Counselor
415 East 12th Street
Kansas City, MO 64106

Dear Mr. Haden:

We are pleased that you have selected Lathrop Gage LLP (the "Firm") to serve as counsel for Jackson County, Missouri (the "County").

We submit for your approval the following provisions governing our engagement, as well as the additional provisions set forth on the enclosed "General Provisions Relating to Relationships with Clients" (the "General Provisions"). If you have any questions about any of these provisions, or if you would like to discuss possible modifications, please call me.

1. Identity of Client; Scope of Representation. The Firm's client, for purposes of this representation (and any additional services provided as contemplated by the following paragraph), is the County, and not any of its officials, employees, agents, legislators, or insurers. This means that we will not have a conflict of interest if we represent other clients in matters in which they are adverse to parties having any of the specified relationships with the County.

The County has engaged the Firm to advise and represent it in connection with the County's response to an IRS notice of proposed assessment of penalties for late filing of certain 2017 information returns. The County may expand the scope of this engagement or engage the Firm in connection with additional matters, but only through the execution by the County and the Firm of an additional engagement letter describing the expanded scope of the engagement or the additional matter, as the case may be.

2. Fees and Expenses. Our fees will be based on the amount of time spent by our lawyers and paralegals on the County's behalf. Our billing rates for this matter currently range from \$250 to \$655 per hour for lawyers and \$210 to \$270 per hour for

paralegals. The applicable rate times the number of hours spent by each lawyer or paralegal, measured in tenths of an hour, will determine our fees.

In addition to our fees, we will be entitled to payment or reimbursement for costs and expenses as set forth in the General Provisions.

If you have any questions or concerns about any of our statements for fees and expenses, please call me promptly so that we can discuss your questions or concerns and I can respond appropriately.

3. Staffing. I will be primarily responsible for this engagement; however, various portions of the work may be delegated to other members of the Firm, associate, staff and of counsel lawyers, and paralegals, as the Firm deems appropriate in the circumstances. Because of the County's status as a governmental entity, we will allow a discount of five percent (5%) against the standard rates that we have discussed. I estimate that our work on the initial phase of responding to the IRS notice will involve fees of approximately Three Thousand Dollars (\$3,000).

4. 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 permitting 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 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.

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 4 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 similar 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.

5. 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

Jackson County, Missouri
September 5, 2019
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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 County is engaging the Firm only, to the exclusion of any such other firm.

* * *

If the foregoing correctly reflects your understanding of the terms and conditions of our representation, please indicate the County's acceptance by executing the enclosed copy of this letter in the space provided below and returning it to our office.

Very truly yours,

Lathrop Gage LLP

By: 
Thomas J. McMahon

TJM/jlb

AGREED TO AND ACCEPTED:

JACKSON COUNTY, MISSOURI

By: _____
Title: _____

LATHROP GAGE LLP
GENERAL PROVISIONS RELATING TO RELATIONSHIPS WITH CLIENTS

The following provisions will apply to the relationship between Lathrop Gage 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 and except that these provisions do not apply to the representation of clients in estate planning matters, which is governed entirely by the engagement letter between the client and the Firm:

1. Identity of Client. The Firm undertakes to represent only the persons and entities it has expressly agreed to represent and has acknowledged or identified as its clients. 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, collectively, as the client's "Affiliates." In agreeing to represent a client, the Firm does not undertake to represent that client's Affiliates and, unless otherwise expressly agreed in writing by the Firm, the client's Affiliates will not be clients of the Firm.

2. Client Responsibilities. To enable the Firm and its lawyers to effectively render their services, the client agrees to cooperate fully in connection with each matter in which the Firm represents the client, to fully and accurately disclose to the Firm all facts that may be relevant to the matter or that the Firm may otherwise request, and to keep the Firm apprised of developments relating to the matter. The Firm will rely on the completeness and accuracy of the information provided by the client in performing the Firm's services. The client also agrees to be reasonably available to attend and participate in meetings, telephone conferences and any discovery, mediation, arbitration or court-related proceedings.

3. Fees. The Firm's fees for services will be based on applicable hourly billing rates in effect from time to time. The Firm's hourly billing rates are subject to adjustment by the Firm from time to time. Adjustments will ordinarily be made annually. The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with the client or its personnel, other counsel, witnesses, consultants, court personnel and others; conferences among the Firm's lawyers and support staff personnel; review of files and other factual investigation; legal research; responding to clients' requests for the Firm to provide information to their auditors; drafting and review of letters, pleadings, briefs, memoranda and other documents; travel time; time in court, including waiting time; and time in depositions and other discovery procedures.

4. Costs and Expenses. In addition to the Firm's fees, the Firm will be entitled to payment or reimbursement for costs and expenses incurred in performing the Firm's services, including, but not limited to, photocopying, messenger and delivery service, computerized research, outside research and document retrieval services, travel (including mileage, parking, airfare, lodging, meals and ground transportation), long-distance telephone, faxes, clerical overtime, court costs, filing fees, and fees of experts, investigators, witnesses, consultants and court reporters. Unless special arrangements are

made at the outset, the Firm will have the right to have third parties bill the client directly for their fees and expenses. The Firm also will have the right to require that the client deposit with the Firm, up to 30 days prior to the date payment to the third party is due, the amount of any fees or other charges (such as, but not limited to, fees related to domestic and foreign patent or trademark applications) that are about to become due to third parties. The Firm will have no obligation to advance any such fee or other charge if the client fails to satisfy any such requirement in a timely fashion.

5. Estimates of Fees and Expenses. The Firm may, from time to time, for a client's convenience, furnish estimates of fees or expenses that the Firm anticipates will be incurred. These estimates are subject to unforeseen circumstances and are by their nature inexact. As a result, the actual fees and expenses most likely will be more or less than the Firm's estimate. No fee estimate shall be deemed or construed to establish a fixed, maximum or minimum fee, and the Firm will not otherwise be bound by any estimates, unless expressly otherwise provided by written agreement with a particular client.

6. Billing and Payment. Fees and expenses will be billed monthly and are payable within thirty (30) days of the date of the invoice. Failure to pay an invoice in full, when due, will be deemed a failure substantially to fulfill a client's obligation to the Firm regarding the Firm's services and may result in withdrawal from representation as provided in paragraph 10, below. In addition, the Firm may be entitled, under applicable law, to payment of interest at the legal rate on past due amounts. The client also will be obligated to pay any and all expenses, including court costs, filing fees and pre- and post-judgment reasonable attorneys' fees, incurred by the Firm in connection with collecting (or attempting to collect) past due amounts or enforcing the terms of the engagement letter including these General Provisions. The attorneys' fees may include fees for the time of Firm attorneys who represent the Firm, as well as the fees of any outside counsel.

7. Outcome and Contingency. The Firm endeavors to serve the Firm's clients in a professional manner and to the best of its lawyers' abilities, but the Firm cannot guarantee the outcome of any given matter or predict with certainty the consequences of any given action or inaction. Any opinions expressed by the Firm or any of its lawyers concerning any such outcome or consequences are only expressions of professional judgment, are necessarily limited by the Firm's or the lawyer's knowledge of the facts (which will not necessarily be complete), and are based on the state of the law at the time they are expressed. Unless specifically provided in the engagement letter, payment for the Firm's services is not contingent upon the outcome of any matter.

8. Insurance Coverage. A client may have insurance policies relating to a matter with respect to which the client requests the Firm's assistance. It is the client's responsibility to carefully check all policies and, if coverage may be available, notify the insurance company as soon as possible. The Firm will be glad to assist in this regard upon request; however, the Firm does not undertake any responsibility to advise the client as to the existence, applicability or availability of insurance coverage relating to any matter to be handled by the Firm unless the Firm has been provided copies of the relevant

policies of insurance and has been expressly requested in writing to advise the client as to potential coverage under such policies.

9. Renewals. The Firm does not undertake to take any steps to maintain the effectiveness of any patents, trademarks, UCC financing statements, judgments, liens or other filings unless otherwise specifically agreed 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.

10. Termination by Client; Withdrawal by the Firm. A client has the right at any time to terminate the Firm's services and representation upon written notice to the Firm. The Firm reserves the right to withdraw from its representation of a client as permitted or required by applicable rules of professional conduct. Upon termination or withdrawal, all of the Firm's and its lawyers' duties to the client, including but not limited to any duty to advise the client regarding, or to take any other action to comply with, any filing or other deadlines subsequent to the termination or withdrawal, but excluding those duties owed to former clients generally under applicable rules of professional conduct, shall terminate.

11. Retention of Files. The Firm will retain the client files for a given matter for at least ten (10) years after completion or termination of representation. Client files may be destroyed at any time after such ten-year retention period unless the client has made other arrangements with the Firm and confirmed those arrangements in writing. The client files include correspondence between the Firm and the client or third parties, pleadings, motions, briefs, discovery, legal research and memoranda (other than personal attorney work product), transcripts, affidavits, witness statements, expert reports, legal instruments such as wills, deeds and contracts, corporate records, documents filed with governmental agencies, other documents exchanged with other parties to transactional matters, and other papers or property received from the client or third parties, or prepared for the client's use or on its behalf, during the representation. The client files do not include Firm invoices and other billing and timekeeping records; internal memoranda, e-mails and other communications between or among Firm attorneys and other personnel; attorneys' notes and other personal attorney work product; conflicts checks and other client and matter intake-related papers; client-relationship documentation (such as engagement letters, conflict waiver letters, screening memoranda, end-of-matter and final disposition letters, and termination of engagement letters); client contact information; calendars maintained by Firm attorneys and other personnel; other records generated by Firm administrative departments; personnel assignments and records; other documents intended for internal use; and documents that the Firm is prohibited, by court order or agreement with a third party, from providing to the client. If the client requests the transfer of the client's files, the client agrees to pay the Firm for the time and expense involved in such transfer.

12. Completion of Services. Upon completion of the Firm's services with respect to a given matter, the Firm will have no further obligation to advise the client with respect to subsequent changes in the law or facts relevant to such matter, and the attorney-client relationship will terminate (with the effect

described in paragraph 10, above) unless the client has requested, and the Firm has agreed to provide, advice or representation with respect to one or more other then-pending matters. In the event the Firm's attorney-client relationship with a client terminates and the client subsequently requests, and the Firm agrees to provide, additional advice or representation with respect to any matter, the attorney-client relationship will be revived and will be subject to these General Provisions as amended at the time of such revival and as modified by any prior or contemporaneous written agreement between the client and the Firm.

13. Communication by E-mail and other Electronic Media.

Unless a client otherwise directs the Firm in writing or the Firm otherwise expressly agrees in writing, the client authorizes the Firm to communicate with the client (and with third parties with respect to the Firm's representation of the client) by e-mail and other electronic media (including but not limited to voicemail and text messaging and other web-based media). In this connection, clients should be aware of the following:

(a) E-mail and other electronic media may not be secure methods of communication, and there is a risk that electronic communications could be intercepted en route between the sender's and intended recipient's computers or otherwise read or listened to by third parties having authorized or unauthorized access to the sender's or the recipient's computer, a network to which it is connected, or a system (such as a voicemail system) on which information may be recorded and stored.

(b) There also is a risk that, in rare cases, the Firm's e-mail filtering software may eliminate legitimate e-mail from clients, without the intended recipient's knowledge. Therefore, if a client conveys important instructions to the Firm by e-mail, the client should make sure that the Firm acknowledges receipt of those instructions.

(c) To the extent a client communicates with the Firm through computers or other communications equipment owned by the client's employer or other third parties, the owner of the equipment may have access to such communications, possibly resulting in the loss of confidentiality and the protection of the attorney-client privilege, even if the client utilizes a personal e-mail account. Accordingly, a client should not use a third-party-owned device or system for sensitive or substantive communications with the Firm and should avoid such use, to the extent practical, for any other communications with the Firm.

14. Client Consent to the Firm's Consultation with Counsel.

The occasion might arise for the Firm, through one or more of its lawyers, to consult regarding the representation of a client with the Firm's own counsel, who may be outside counsel retained by the Firm or a lawyer or lawyers in the Firm who are not involved in the Firm's representation of the client in the particular matter and have been internally designated as counsel to the Firm. To the extent that the Firm is addressing its own rights or responsibilities *vis-à-vis* the client, a conflict of interest might be deemed to exist between the Firm and the client with respect to the consultation or resulting communications, particularly if a dispute

were to arise between the Firm and the client regarding the matter at issue. It is a condition of the Firm's agreement to represent the client that, in such circumstances, (a) the client consents to such consultation occurring and waives any claims of conflict of interest based on such consultation or resulting communications, even if the Firm's counsel might be deemed to be acting adversely to the interest of the client, and (b) the client acknowledges that any and all such communications shall be protected from disclosure to the client by the Firm's own attorney-client privilege.

LATHROP GAGE LLP