

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 23rd day of March, 2026, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **SEYFERTH BLUMENTHAL & HARRIS LLC**, 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 collective bargaining as is more specifically set out in the engagement letter, 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 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

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**MARY JO SPINO
COUNTY CLERK**

and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

3. Legal Counsel shall bill County monthly for its services at a rate of \$400 per hour as specified in Exhibit A, and County shall pay Legal Counsel promptly upon receipt of Legal Counsel's statement.

4. The total compensation payable hereunder shall be \$100,000.00. Legal Counsel agrees that no additional billable work beyond this amount shall be completed unless it is first approved in writing by the County Counselor. Legal Counsel shall notify the County Counselor and the County Executive in writing when billable hours completed have reached a sum in excess of \$75,000.00.

5. Legal Counsel shall also be entitled to the reimbursement of its reasonable and necessary expenses incurred during its performance of services under this Agreement.

6. Legal Counsel shall be accountable to and coordinate with the County Counselor's Office.

7. This Agreement shall be effective as the date of signing and shall continue until December 31, 2026 unless sooner terminated. Legal Counsel or the County may terminate this Agreement by giving written notice to the other party. 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.

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. Legal Counsel has the authority, upon written agreement of the parties, to contract with third-parties as needed to effectuate the objectives desired by the County. Any third-party contractor will be paid by Legal Counsel and Legal Counsel will invoice County for costs incurred.

10. Pursuant to §285.530.1, RSMo, Legal Counsel assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized undocumented individual 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 undocumented person in connection with the contracted services.

11. 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 LLC

By 900102796
Federal I.D.

JACKSON COUNTY, MISSOURI

By 
Bryan O. Covinsky
County Counselor

ATTEST:


Clerk of the County Legislature

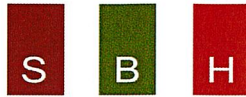
REVENUE CERTIFICATE

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation of \$100,000.00 which is hereby authorized.

3/30/2026
Date

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

SCON-10001866 DM



SEYFERTH BLUMENTHAL & HARRIS LLC
ATTORNEYS AT LAW

February 6, 2026

VIA EMAIL: Stephen.Arbo@jacksongov.org

Mr. Stephen Arbo
Jackson County Administrator

Re: Agreement for Legal Services

Dear Mr. Arbo:

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

1. *Client and Scope of Representation.* SBH will provide specialized legal and strategic support to ensure the County’s labor practices remain compliant, consistent, and aligned with operational needs. Key functions include, but are not limited to:

- Interpreting MOUs and collective bargaining agreements, including clarification of ambiguous or undefined terms.
- Advising the County’s negotiating team during collective bargaining and assisting in the development of proposals and counterproposals.
- Briefing Executive Leadership, Department Directors, and Supervisors on statutory and case law changes that may impact County operations or negotiated agreements.
- Presenting critical labor-related issues to elected officials in closed session, as needed.
- Supporting the County in grievance preparation, arbitration matters, and policy review to ensure alignment with labor agreements.

Additionally, SBH will focus on dispute resolution, communication improvement, and culture-building between management and represented employees. Key functions include, but are not limited to:



- Mediating disputes between management and union members.
- Serving as an arbitrator when required under applicable agreements or by mutual consent.
- Providing training for managers, supervisors, and union stewards on communication, conflict resolution, and best practices for labor-management relations.
- Identifying systemic issues affecting labor relations—such as unclear contract language, inconsistent SOPs, or communication gaps—and recommending improvements.
- Offering trend analysis and non-confidential reporting to support long-term organizational improvements.
- Interface with the following unions: SEIU #1; Carpenters District Council; Building & Trades - Painters #3, IBEW #124, Plumbers #8, Operating Engineers #101.

2. *Fees and Expenses.* Our fees for professional services will be based on the amount of time spent on this matter and on the billing rate for each attorney and legal assistant devoting time to this matter. My hourly rate is \$400 for partners. The attorneys and paralegals who may work with me have hourly rates between \$100 and \$400. These rates are subject to being increased annually, usually effective January 1. If you are not comfortable with our annual rate increase, please let me know and we will attempt to work with you on the issue.

We will bill Jackson County monthly for professional fees and expenses incurred. We will include in our statements separate charges for items such as photocopying, messenger and delivery service, travel, facsimiles, search fees, and filing fees. Fees and expenses of others (such as court reporters, consultants, experts, data hosting for electronically stored information used in litigation, audio/visual vendors for trial, etc.) that SBH advances on behalf of Jackson County will also be included on our statements. We do not charge for long-distance telephone calls or computerized research. Payment of our invoices will be due upon receipt.

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

3. *Termination of Representation.* Jackson County may terminate SBH's representation at any time by notifying SBH in writing. Subject to applicable rules of professional conduct, SBH may also withdraw from the representation at any time upon written notice to Jackson County, including, without limitation, if Jackson County fails to pay invoices when due, fails to cooperate, or if continued representation would result in a violation of the rules of professional conduct or other law. Upon termination or withdrawal, SBH will take reasonable steps to protect Jackson County's interests, including giving notice and, if requested, returning Jackson County's property and any unearned portion of any advance payment. Jackson County agrees to pay for all legal services rendered and expenses incurred prior to the effective date of termination or withdrawal.



4. *Insurance Notification Responsibility.* The matters that you confer with us about in the course of our engagement may implicate potential insurance coverage under Jackson County’s insurance coverages. As part of our engagement, it will be Jackson County’s responsibility to understand and promptly notify any relevant insurers of any claims made against Jackson County. Jackson County’s failure to notify insurers of claims made against Jackson County in a timely manner may jeopardize coverage or result in the denial of coverage for any claims made against Jackson County. By signing this engagement letter, you acknowledge and agree that Jackson County assumes full responsibility for notifying Jackson County’s insurers of any claims or potential claims against Jackson County and that Jackson County understands the potential consequences of failing to do so.

5. *Use of Email.* It is SBH’s 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 SBH’s 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.

6. *Preservation of Documents and Electronically Stored Information.* During the course of our representation of Jackson County, Jackson County may receive notice of claims that trigger an obligation by Jackson County to preserve, in their original form and without alteration, all documents, records, and electronically stored information (“ESI”) pertaining to the claims. This includes, but is not limited to, emails, data files on computers and cloud-based storage services, text messages, instant messages on social media platforms, correspondence, contracts, emails, financial records, and any other relevant materials. Failure to preserve such information could result in legal consequences to your business, including adverse inference instructions or sanctions in litigation or arbitration involving such claims. Jackson County should ensure that all relevant personnel within your organization are aware of and comply with any preservation obligations. You should feel free to consult with me if you have questions about Jackson County’s document/ESI preservation obligations involving any particular situation.

7. *Disposition of Files.* Jackson County authorizes SBH to destroy all electronic and hard copy files related to the matter described in this engagement letter upon the conclusion of the matter, unless Jackson County notifies SBH in writing that it wants to have any electronic or hard copy files delivered to it instead of destroyed. For purposes of this paragraph, “conclusion of the matter” means the later of: (i) final resolution of all substantive issues and any related administrative matters, and (ii) the passage of at least 60 days since SBH’s last substantive service or communication with Jackson County regarding the matter.

8. *Electronic Signatures.* This engagement letter may be signed by “electronic signatures.” Jackson County agrees that electronic signatures, whether digital or encrypted, are



intended to authenticate this writing and to have the same force and effect as manual signatures. The term “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not necessarily limited to electronic signatures signed using an online electronic signature platform such as DocuSign.

9. *Entire Agreement.* This engagement letter constitutes the entire agreement between SBH and Jackson County with respect to the subject matter of this engagement and supersedes any prior or contemporaneous written or oral understandings or agreements. Any modifications to this agreement must be made in writing and signed by both SBH and Jackson County.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Charlie Harris'.

Charlie J. Harris, Jr.

AGREED TO AND ACCEPTED:

A handwritten signature in blue ink, appearing to read 'Whitney Miller'.

By: Stephen Arbo

Whitney Miller

3/27/26

Date