

**LEGAL SERVICES AGREEMENT**

**THIS AGREEMENT**, made and entered into on this 22<sup>nd</sup> day of May, 2019, by and between **JACKSON COUNTY, MISSOURI**, (hereinafter called "County") and **SEYFERTH, BLUMENTHAL & HARRIS**, (hereinafter called "Legal Counsel") 4801 Main Street Ste. 310, Kansas City, MO 64112.

**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 and related parties relating to an employment lawsuit styled Doug Caster v. Jackson County, Missouri, et al, Case Number 1616-CV23856, as is more specifically set out in the engagement letter dated May 9, 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 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

**FILED**  
MAY 22 2019  
MARY JO SPINO  
COUNTY CLERK

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 \$77,550.00. 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 \$77,550.00.

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.

SEYFERTH, BLUMENTHAL & HARRIS

JACKSON COUNTY, MISSOURI

By 

By   
Bryan O. Covinsky  
County Counselor

Title \_\_\_\_\_  
Federal I.D. No. 90-0102796

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 \$77,550.00 which is hereby authorized.

5-20-19  
Date

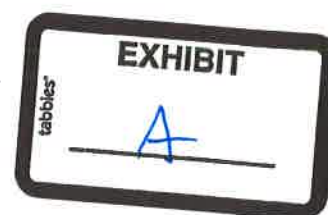
  
Director of Finance and Purchasing  
Account No. 001-1101-56020

1101201903 KA

**EXHIBIT B**



SEYFERTH BLUMENTHAL & HARRIS LLC  
ATTORNEYS AT LAW



May 9, 2019

ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

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

R. Travis Willingham  
Chief Deputy County Counselor  
Office of the County Counselor  
Jackson County Courthouse-2<sup>nd</sup> Floor  
415 East 12<sup>th</sup> Street  
Kansas City, MO 64106

Re: Agreement for Legal Services

Dear Mr. Willingham:

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, Missouri; Michael Sharp; Hugh Mills; David Epperson; and Scott Goodman in the lawsuit *Doug Caster v. Jackson County, Missouri, et al., Case No. 1616-CV23856*. Our representation 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 *Caster* defendants 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,



Paul D. Seyferth

PDS/mcc

AGREED TO AND ACCEPTED:

---

By: Travis Willingham  
Chief Deputy County Counselor

---

Date:

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 **SEYFERTH BLUMENTHAL & HARRIS LLC**, 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, **SEYFERTH BLUMENTHAL & HARRIS LLC**, 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.)

  
Authorized Representative's Signature

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Subscribed and sworn before me this 14<sup>th</sup> day of May, 2019. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 07.05.20.

  
Signature of Notary

May 14<sup>th</sup> 2019  
Date

