SECOND ADDENDUM LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 3rd day of February 2020, by and between JACKSON COUNTY, MISSOURI, hereinafter called "the County" and HOGAN LOVELLS US LLP, 555 Thirteenth Street, NW, Washington DC 20004, hereinafter called "Legal Counsel."

WITNESSETH:

WHEREAS, Legal Counsel has entered into a Legal Services Agreement dated May 28, 2019, whereunder Legal Counsel agreed to provide specialized service and assistance to the County in accordance relating to a U.S. Surface Transportation Board (STB) proceeding; and,

WHEREAS, the parties now desire to increase the maximum sum available for services rendered under this Agreement.

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:

- Except as expressly provided herein, all provisions of the Legal Services
 Agreement dated May 28, 2019, and the previous addendum, between Legal
 Counsel and County shall remain in full force and effect.
- 2. The maximum sum to be paid by County to Legal Counsel shall be increased by the amount of \$70,000.00 for a maximum total of \$351,150.00.

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- 3. The Second Addendum shall be effective as of November 1, 2019, and shall remain in effect, together with the First Addendum dated October 17, 2019, and the Agreement of May 28, 2019, until December 31, 2020.
- This Second Addendum to Agreement together with the First Addendum to Agreement and Legal Services Agreement dated May 28, 2019, 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.

HOGAN LØVELLS US LLP

Federal I.D. No. 53-0084704

JACKSON COUNTY, MISSOURI

Boyan Covinsky

County Counselor

ATTEST:

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 \$70,000.00 which is hereby authorized.

Date

1-312000

Director of Finance and Purchasing

Account No. 001-1101-56020

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