

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned Term. 20 05

In the County Commission of said county, on the 23rd day of August 20 05

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Letter of Engagement with Lathrop and Gage regarding a Constitutional Challenge to SB420.

Done this 23rd day of August, 2005.

Keith Schnarre
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission



345-2005

DAVID A. SHORR
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(573) 893-4336, FAX (573) 893-5398

August 22, 2005

County Commissioners
Boone County
245 Government Building
801 East Walnut Street
Columbia, MO 65201

County Commissioners
Jefferson County
Administration Center
729 Maple Street, P.O. Box 100
Hillsboro, MO 63050-0100

County Commissioners
Cass County
102 East Wall Street
Harrisonville, MO 64701

County Commissioners
Platte County
409 3rd Street
Platte City, MO 64079

County Executive
Jackson County
415 East 12th Street
Kansas City, MO 64106

Re: Engagement Letter
Constitutional Challenge To SB420

Dear Commissioners:

We are pleased that you have requested that Lathrop & Gage L.C. (the "Firm") represent all of you in connection with a constitutional challenge to requirements presented in SB420 passed by the Missouri General Assembly this past session. You are referred to in this letter collectively as the "Joint County Clients" and individually as a "Joint County Client."

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. The Firm's clients, for purposes of this representation, will be the Joint County Clients, and not any of their respective elected or appointed officials or

Change Your Expectations.

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representatives, officers, employees, boards, agencies, taxpayers, residents, other affiliates, insurers, or other related parties. 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 any of the Joint County Clients.

Your engagement of the Firm is limited to the matter described in the initial paragraph of this letter. If the scope of this engagement is to be expanded or any of you desires to engage the Firm in connection with any additional matter, it will be necessary to execute 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 behalf of the Joint County Clients. Each lawyer and paralegal in the Firm has a standard hourly billing rate, and the applicable rate times the number of hours spent by each lawyer or paralegal, measured in tenths of an hour, will determine our fees. Our standard billing rates currently range from \$130 to \$410 per hour for lawyers and \$105 to \$130 per hour for paralegals.

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

You will be jointly and severally liable for payment when due of all of our fees for services and costs and expenses in connection with this matter. 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. Billing. Each Joint County Client will be billed separately for the convenience of the Joint County Clients. Each Joint County Client shall be billed on a monthly basis the total amount of fees, costs and expenses divided by the total number of Joint County Clients signatory to this engagement letter.

4. Staffing. Although I, David Shorr, will be the one primarily responsible for this engagement, various portions of the work will be delegated to other members of the Firm, associate, staff, and of counsel lawyers, and paralegals, as the Firm deems appropriate in the circumstances. The current standard billing rate for my time is \$280 per hour. Other attorneys anticipated on this engagement are M. Douglas Harpool whose rate is \$230 per hour and Jennifer S. Griffin whose rate is \$195 per hour.

5. Professional Responsibility Issues.

(a) Applicable Rules. Our representation of clients is governed by the Rules of Professional Conduct adopted by the Supreme Court of Missouri (the "Rules"). In order for us to represent all of you, the requirements of Rules 1.7(b) and 2.2, relating to conflicts of interest and common representation of multiple clients, must be met.

A lawyer has the duty to exercise independent professional judgment on behalf of each client. When a lawyer is requested to represent multiple clients in the same matter, he or she can do so if (i) he or she reasonably believes that the representation of each client will not be adversely affected by the lawyer's responsibilities to the other client or clients; (ii) each client consents after an explanation of the implications of the common representation, the advantages and risks involved and the effect on the attorney-client privilege; (iii) the lawyer reasonably believes that the matter can be resolved on terms compatible with the clients' best interest, that each client will be able to make adequately informed decisions in the matter and that there is little risk of material prejudice to the interests of any of the clients if the contemplated resolution is unsuccessful; and (iv) the lawyer reasonably believes that the common representation can be undertaken impartially and without improper effect on other responsibilities the lawyer has to any of the clients. Further, if at any time during the representation any of the foregoing conditions no longer is satisfied or any of the clients so requests, then the lawyer must withdraw from the representation.

(b) Relevant Considerations. I have advised each Joint County Client of your right to obtain separate legal counsel to represent you in this matter. I also have discussed with each of you the advantages of joint representation, which in this matter are the probable savings in legal fees and expenses and the probable benefit of presenting a united front. Based on the information you have provided, we have concluded that we can represent each of you on an impartial basis. In determining whether you should consent to this joint representation, however, you should carefully consider the following:

The first matter is that of the attorney-client privilege. Although the law is not settled, it is our opinion that any information disclosed by any of the Joint County Clients to us in connection with this representation will not be protected by the attorney-client privilege in a subsequent legal proceeding between the Joint County Clients. If we are to represent the Joint County Clients, it will only be on the express understanding that each of the Joint County Clients has waived the attorney-client privilege to the extent, but only to the extent, that the privilege might otherwise require us to refrain from disclosing, in connection with any subsequent legal proceeding between the Joint County Clients, information disclosed to us by either of the Joint County Clients in the course of this representation. This waiver will not apply, however, in litigation in which otherwise privileged information is sought by a third party.

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Moreover, we believe we cannot effectively represent the Joint County Clients if information disclosed to us by one of the Joint County Clients must be preserved by us in confidence from the other, and, accordingly, we will disclose to all of the Joint County Clients all information we receive from any of the Joint County Clients relating to our representation of the Joint County Clients, regardless of any wish any of the Joint County Clients may have to keep the information confidential.

Second, although at this time there does not appear to be any difference of opinion between the Joint County Clients with regard to the major legal issues involved in this matter, it may well turn out, upon further consultation, that you have varying opinions with respect to one or more of such issues. It is our duty to explore each such issue with you. Should we determine that there are material differences between you on one or more of these issues that you cannot resolve on an amicable basis, or that we conclude cannot be resolved on terms compatible with the best interests of each party involved, then we must withdraw from the joint representation. We also must withdraw from the joint representation if any of you so requests. Upon withdrawal from the joint representation (for either reason) we will not be able to continue to represent any of you in this matter except, perhaps, with the consent of all of you. If we are required to withdraw, we will, if you wish, assist each of you whom we do not continue to represent in obtaining new counsel in this matter and related matters. You all would, of course, be responsible for payment of all our accrued legal fees and any outstanding expenses we have advanced on your behalf.

Third, in the event of litigation involving the interpretation of any document which we might draft in connection with this matter, we would not be able to represent any of you in that particular proceeding.

The fourth matter is that of ultimately allocating our fees, disbursements, and so forth. Unless we receive joint instructions to the contrary, we will send our bills for fees and disbursements to the Joint County Clients consistent with Paragraph 3. However, to reiterate, we cannot provide advice to any of you in connection with any claim you may possess or desire to assert against the others for indemnity or reimbursement of fees and disbursements billed by us in connection with this representation.

The signatures of the Joint County Clients or their respective representatives on a copy or copies of this letter will confirm the Joint County Clients' consent to the Firm's joint representation of all of them in connection with the matter described in the initial paragraph of this letter.

(c) Conflicts of Interest. The Firm represents many other clients, and some of our present and future clients may have disputes or transactions involving or with one or more of the Joint County Clients during the time that we are representing the Joint County Clients including,

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without limitation, planning, zoning, licensing, and permitting matters, including appeals relating to such matters, as well as other development, land use and real estate matters (collectively "Real Estate and Licensing Matters") and traffic matters. The Firm will, therefore, be precluded only 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 Joint County Clients, any other client whose interest in that matter is directly or materially adverse to the Joint County Clients' interest; or (ii) using any information relating to our representation of the Joint County Clients to the disadvantage of the Joint County Clients, except as permitted by applicable rules of professional conduct. Except as provided in the preceding sentence, the Firm will have the right to continue to represent or to undertake to represent existing or new clients in matters in which the interests of those clients are adverse to the interests of any of the Joint County Clients, including litigation, transactional and other matters in which any of the Joint County Clients is a party or is otherwise interested and specifically including, without limitation, Real Estate and Licensing Matters and traffic matters. Our acceptance of this engagement is premised on these understandings, as we have a substantial number of clients who regularly work and develop within the boundaries of the Joint County Clients, and who rely upon us to represent their interests, which are at times adverse to the Joint County Clients.

Without limiting the generality of the foregoing, we will have the right to represent debtors or other creditors in bankruptcy, workout and other debtor-creditor matters in which one or more of the Joint County Clients are creditors, and we will have the right to represent 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 one or more of the Joint County Clients also are defendants or potentially responsible parties or otherwise have interests actually or potentially adverse to those of our other client.

We also will have the right to represent news media clients (of which we have several, including The Kansas City Star) in (a) reviewing and advising any such client, prior to publication of a story concerning the Joint County Client, with respect to the possible legal consequences of publication of that story, and (b) advising any such client with respect to the Joint County Clients' obligations under applicable "sunshine" or open meetings/records laws and pursuing remedies available to enforce those laws in the event the Joint County Client does not comply with the other client's requests pursuant to those laws. We will have the right 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 Joint County Client.

Parties who are adverse to one or more of the Joint County Clients in matters in which we represent one or more of the Joint County Clients may, from time to time, seek to retain us to

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represent them in unrelated matters. We will have the right to represent 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 Joint County Client or Joint County Clients in question and we believe that the representation of such party will not adversely affect our relationship with the Joint County Client or Joint County Clients in question.

The signature of an authorized representative of a Joint County Client on the enclosed copy of this letter will constitute such Joint County Client'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 Joint County Clients.

If, notwithstanding the Joint County Clients' consent, the Firm concludes that it cannot or should not continue to represent the Joint County Clients while also representing another client in one or more matters in which it is adverse to one or more of the Joint County Clients or any of their respective affiliates, insureds or insurers, the Firm will have the right to withdraw immediately from its representation of the Joint County Clients. If the Firm exercises such right, the Joint County Clients immediately will become "former clients" of the Firm for purposes of applicable rules of professional conduct.

* * *

The Firm is organized as a limited liability company under the Missouri Limited Liability Company Act. Under applicable rules of professional conduct, members of the Firm have the same ethical responsibilities as do partners in a law partnership with respect to conformance by themselves and other lawyers in the Firm with their professional and ethical obligations under such Rules. However, unlike the partners in a partnership, the members of a limited liability company do not have individual civil liability, solely by reason of their status as members, for the debts, obligations or liabilities of the limited liability company, whether arising in contract, tort, or otherwise, or for the acts or omissions of any other member, agent, or employee of the limited liability company.

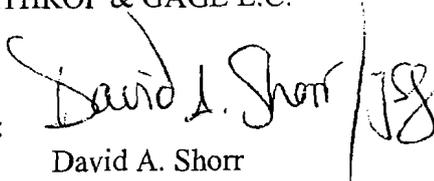
If the foregoing correctly reflects your understanding of the terms and conditions of our representation, please indicate your acceptance by executing the enclosed copy of this letter in the space provided below and returning it to our office.

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We are pleased to have this opportunity to be of service and to work with you.

Very truly yours,

LATHROP & GAGE L.C.

By: 
David A. Shorr

DAS/jf
Enclosure

We agree to and accept the terms and conditions set forth in the foregoing letter and the enclosed General Provisions.

BOONE COUNTY

Date: 23 AUGUST 2005

By: 
Name: KEITH SCHNABLE
Title: PRESIDING COMMISSIONER

CASS COUNTY

Date: _____

By: _____
Name: _____
Title: _____

JACKSON COUNTY

Date: _____

By: _____
Name: _____
Title: _____

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JEFFERSON COUNTY

Date: _____

By: _____
Name: _____
Title: _____

PLATTE COUNTY

Date: _____

By: _____
Name: _____
Title: _____

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Jan E. Platteau 8/23/05
1190-171105 Date

LATHROP & GAGE L.C.
GENERAL PROVISIONS RELATING TO RELATIONSHIPS WITH CLIENTS

The following provisions will apply to the relationship between Lathrop & Gage L.C. (the "Firm") and each of our clients, except as modified by the engagement letter or other 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. Fees. Our fees for services will be based on our standard billing rates in effect from time to time. Our standard billing rates are subject to adjustment by us 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 our legal and support staff personnel; review of files and other factual investigation; legal research; responding to clients' requests for us 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.

2. Costs and Expenses. In addition to our fees, we will be entitled to payment or reimbursement for costs and expenses incurred in performing our 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 and filing fees. Unless special arrangements are made at the outset, we will have the right to have other third parties (such as experts, investigators, witnesses, consultants and court reporters) bill the client directly for their fees and expenses.

3. Estimates of Fees and Expenses. Although we may from time to time, for a client's convenience, furnish estimates of fees or expenses that we anticipate 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 our estimate. No fee estimate shall be deemed or construed to establish a fixed, maximum or minimum fee, and we will not otherwise be bound by any estimates, unless expressly otherwise provided by agreement with a particular client.

4. Billing and Payment. Fees and expenses will be billed monthly and are payable within thirty (30) days of the date of our statement. We reserve the right to postpone or defer providing additional services or to discontinue our representation if billed amounts are not paid when due.

5. Outcome and Contingency. We endeavor to serve our clients in a professional manner and to the best of our abilities, but we cannot guarantee the outcome of any given matter or predict with certainty the consequences of any given action or

inaction. Any opinions expressed by us concerning any such outcome or consequences are only expressions of our professional judgment and are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. Unless specifically provided in the engagement letter, payment for our services is not contingent upon the outcome of any matter.

6. Insurance Coverage. A client may have insurance policies relating to a matter with respect to which the client requests our 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. We will be glad to assist in this regard upon request; however, we do not undertake any responsibility to advise the client as to the existence, applicability or availability of insurance coverage for any of the matters to be handled by us unless we have been provided copies of the relevant policies of insurance and expressly requested to advise the client as to potential coverage under such policies.

7. Termination by Client. A client shall have the right at any time to terminate our services and representation upon written notice to the Firm.

8. Withdrawal by the Firm. We reserve the right to withdraw from our representation of a client as permitted or required by applicable rules of professional conduct.

9. Retention of Files. Generally, we retain the files relating to a given matter for five (5) years after we close the files. A file may be destroyed at any time after such five-year retention period unless the client has made other arrangements with the Firm.

10. Completion of Services. Upon completion of our services with respect to a given matter, we 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 unless the client has requested, and we have agreed to provide, advice or representation with respect to one or more other matters which then are pending. In the event our attorney-client relationship with a client terminates and the client subsequently requests, and we agree to provide, additional advice or representation with respect to any matter (including any matter with respect to which we had previously been engaged by the client), 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 agreement between the client and the Firm.

LATHROP & GAGE L.C.