

RESOLUTION NO. 2016-10

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN ENGAGEMENT LETTER BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND BUSHYHEAD, LLC, REGARDING CITY ATTORNEY SERVICES

WHEREAS, the City of Basehor, Kansas wishes to enter into that certain Engagement Letter with Bushyhead, LLC, attached hereto as Exhibit A, regarding city attorney services for the City of Basehor, Kansas.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BASEHOR KANSAS:

Section 1. That the Governing Body approves and hereby authorizes the Mayor to execute the Engagement Letter, attached as Exhibit A.

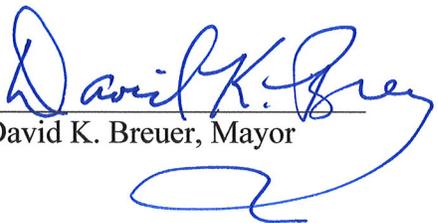
Section 2. That this resolution shall become effective upon passage.

PASSED by the Governing Body this 18th day of May, 2016.

APPROVED by the Mayor this 18th day of May, 2016.

[SEAL]




David K. Breuer, Mayor

ATTEST:


Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

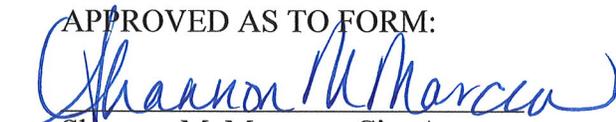

Shannon M. Marcano, City Attorney

Exhibit A
Engagement Letter with Bushyhead, LLC

To be attached.

Shannon M. Marcano
Cell: (913) 219-9585
Shannon@bushyheadlaw.com



Office: (816) 207-6032
www.bushyheadlaw.com

April 27, 2016

Mayor David K. Breuer
City of Basehor
P.O. Box 406
2620 North 155th Street
Basehor, KS 66007

Re: Engagement Letter for City Attorney Services

Dear Mayor:

Thank you for the opportunity to present to you this Engagement Letter to provide city attorney services to the City of Basehor, Kansas ("City") to assist the City in its legal matters as general counsel to the municipal corporation of Basehor. These duties will not include city prosecution services. In establishing the attorney-client relationship, we believe that it is good practice to set forth in some detail, for future reference from time to time, our mutual understanding as to the scope of our representation and the terms of our employment. While, perhaps, most of the matters covered in this letter will never be relevant or of concern between us, we want to try to make communication clear and complete from the inception of this engagement, and to anticipate and resolve questions before they arise. Also, we believe that since performance of our services may require your joint effort and cooperation, the better our mutual understanding of our respective roles, responsibilities and contributions, the more efficient, effective and economical our work for you can be.

Scope of Services

We understand that the City of Basehor, Kansas is our client for this matter. We expect that most of our primary contact during this representation will be through you, and City Administrator, Lloyd Martley. We will keep you informed about the advice and other legal services we provide. Unless you advise us otherwise, we will send all bills to the City Administrator's attention.

Communication by E-Mail

Many communications in business occur by e mail. This is not as secure a form of communication as letters through the U.S. mail. If you would like to use e-mails, your signature on this engagement letter acts as consent to communication between us by e mail. As appropriate in relation to a specific matter or action communication will occur via U.S. mail as well.

BUILDING COMMUNITY

Termination of Representation / Additional Services

It is agreed that the attorney-client relationship with respect to these services will be considered terminated upon our completion of the services that you have retained us to perform under this engagement. If you retain us to perform further or additional services, related to any filed litigation, or filed applications for economic development incentives, our attorney-client relationship may be revived subject to our additional discussions with you on that matter and subject to the terms of a new engagement letter or the supplementation of this letter with separate financial arrangements.

Your Legal File

You are entitled, upon written request, to any files in our possession relating to the legal services performed by us for you in this matter (excluding our internal accounting records and other documents not reasonably necessary to your representation), subject to our right to make copies of any files withdrawn by you. Under our document retention policy, we normally destroy our legal files seven years after the matter is closed; however, we understand that the political subdivision files may require a longer document retention.

Supervision and Delegation

I will be the attorney who will coordinate and oversee the services we perform on your behalf and be the designated City Attorney. We routinely delegate selected responsibilities to other persons in our firm when, because of special experience, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible, to delegate tasks to persons who can properly perform them at the least cost to you, including the use of paralegals where appropriate.

Financial Arrangements

I am enclosing a Terms of Representation memorandum which outlines the terms of our engagement. Please read the memorandum carefully so that you will fully understand the financial commitments you are making. Bushyhead, LLC, will send to the City of Basehor at the end of each calendar month a flat fee invoice for the previous month's city attorney services rendered in the amount of \$3,000. This monthly fee will be for the following services: representation at regular City Council meetings, and any other Board or Commission meetings as needed, as well as drafting documents, and participating in meetings and conference calls related to policy and ordinance development, negotiations and ongoing advice and counsel provided to the Mayor and City Council, City Administrator and city staff. Bushyhead, LLC, will track hours worked throughout each calendar month, and in the event Bushyhead, LLC, is required to spend more than 25 hours during any calendar month for the performance of legal services needed by the City, then such additional hours shall be billed by applying the discounted flat hourly rates for Ms. Marcano, and her partners of \$200, for Bushyhead, LLC, associates of \$150.00 and Bushyhead, LLC, paralegals of \$75.00. If

April 27, 2016

Page: 3

anything in the financial arrangements presents a problem to you or is unclear, please advise me promptly so that we may discuss it and reach a full understanding. The terms of this engagement and financial obligations thereto are subject to annual appointment.

Periodically, our firm prepares marketing materials in which we include the names of selected clients and sometimes a brief description of a significant project on which we worked. If we include our representation of you in these materials, we will not include information about any specific transaction that is not otherwise publically available without your prior approval. We acknowledge, understand and respect the confidential nature of the banking privacy requirements.

We are pleased to serve as your City Attorney and to have you as a client, and we look forward to a mutually satisfactory and beneficial relationship. Our effectiveness and your best interests are enhanced by an atmosphere of candor and confidence between us, not only as to the facts and circumstances of the legal issues on which we are working, but also as to the client-attorney relationship itself. Please feel free to discuss with us any question or concern you might have about either.

We are hopeful that this letter and the accompanying memo adequately explain the scope and terms of our services and representation. If it does and you are in agreement with it, then please indicate your affirmation of this by signing the enclosed copy of this letter and returning it to me for our files.

We appreciate the opportunity to handle this matter and look forward to a mutually beneficial relationship.

If you have any questions, please give me a call.

Very truly yours,

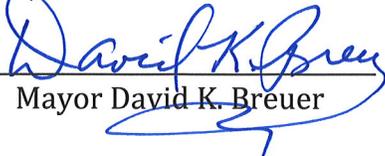


Shannon M. Marcano

SMM

APPROVED:

City of Basehor, Kansas

Approved:  Date: 5-18-16
Mayor David K. Breuer

BUILDING COMMUNITY

TERMS OF REPRESENTATION

Confirmation of Services. Bushyhead, LLC, is pleased to have this opportunity to serve you. Our goal is to provide you with quality and efficient legal services. We have found from past experience that our relationship will be stronger and more effective when at the beginning there is a clear understanding of the services we will perform, the fees we intend to charge for such services, and the terms for payment. If what is set forth in the accompanying letter or in these Terms of Representation does not accurately describe your understanding of the services we are to perform or the terms for billing fees and expenses, please advise the attorney sending you the letter.

Attorneys and Others to Assist in Providing Services. When it is appropriate for your particular project, we intend to assign parts of your work to other lawyers, paralegals, law clerks and document clerks. Often these individuals specialize in certain areas, and we have found that allocating work to them allows us to produce higher quality work in a more efficient manner. In such an event, however, one attorney will be designated as your primary contact within the firm. This attorney will supervise the work and will be responsible to you for the entire assignment. The attorney who signed the accompanying letter will serve in that capacity for the work indicated.

Billing and Hourly Rates. Our fees and expenses will be billed as stated here unless otherwise agreed in the attached letter. We generally bill for professional services on an hourly basis and record time in units of .1 of an hour.

Hourly time charges reflect the time spent on the matter, including legal research, meetings, telephone conferences, document drafting, court appearances, transactions closings, and travel in connection with your affairs. We will not charge you for travel to and from City Hall. In addition, we do not charge for attorney administrative time or for time spent in maintaining a general, current knowledge of the law. In addition, we bill on a per-item basis for computerized research (Westlaw services, Dun & Bradstreet, etc.), filing fees and related court or county expenses, conference call and telephone charges, delivery and FAX charges, special database storage when established at your request, photocopying, and travel expenses.

Fees Not Contingent and Due Within Thirty Days. Payment is due within 30 days of the receipt of the invoice. If the firm has not received any comment about the invoice within 30 days of its receipt, we will assume that you find it acceptable. Payment is to be made by check or draft payable to Bushyhead, LLC.

If any of our invoices remain unpaid for more than 60 days, we may, consistent with our ethical and court imposed obligations, cease to perform services until satisfactory arrangements have been made for the payment of the unpaid invoices and future fees. In fairness to our many clients who promptly pay their invoices each month, we reserve the right to take appropriate action with respect to such delinquent accounts.

Conflicts. Any known actual or potential conflicts are discussed in the accompanying letter. In addition, you are no doubt aware that our firm represents many companies and individuals. It is

possible that during the time we are representing you or your company, that some of our present or future clients will have disputes or transactions with you or your company. We ask you to agree that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients and your interests in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that, if known to the other client, could be used by the other client to your material disadvantage.

Attorney-Client Communication. Our invoices generally contain information protected by the attorney client privilege. The privilege could be deemed waived if someone other than the client sees the privileged material. Therefore, we recommend that you keep all of our invoices in a segregated file marked "Attorney-Client Privileged Material" and keep the file in a secure place.

Payment of Third-Party Expenses. The firm prefers that you pay directly any significant outside expense items related to your file and, when possible, we will direct such expenses to you for payment. Therefore, we often ask our vendors to bill our clients directly rather than having us incur the expense and then including the amount on our invoice.

Termination of Services and Representation. You may terminate our services at any time. Termination of our representation does not, however, relieve you from the responsibility of paying those fees and expenses incurred through the date we were notified of such termination. Similarly, we may withdraw from this representation for a number of reasons, including failure to promptly pay the amounts indicated in our invoices; failure to disclose all facts material to our representation; failure to act in accordance with our advice; or development of one or more circumstances which, in our judgment, impair our ability to continue an effective attorney client relationship. In the event we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the matters in which we are representing you.

Following termination, any nonpublic materials you have supplied to us which are retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, our papers or property will be returned to you promptly. Our own files, including lawyers' work product, pertaining to the matter will be retained by the firm for seven years except as otherwise provided in the Engagement Letter.

Completion of Matter. After a particular matter is completed, we do not (unless you specifically request in writing that we do so) undertake to continue to review that matter and update you concerning legal developments, such as changes in applicable laws or regulations. If you do ask us to review a specific matter on which we have previously worked, we will consider that to be a new representation. Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant to your operations, we are not undertaking to do that as a part of this representation.

April 27, 2016

Page: 6

Client Confidences. Our clients are engaged in a wide variety of businesses throughout the country. From time to time we represent clients who are industry competitors. In order to ensure confidentiality, we will not (unless you specifically grant us the authority to do so) discuss or otherwise make available to anyone, including other clients, any information about you, your business, or our work on your behalf.

No Guarantee of Success. We will perform our professional services on your behalf to the best of our ability, but we cannot make, and have not made, any guarantees regarding the outcome of our work on your project. Any expressions by us about the outcome of your project are our best professional views only and are limited by our factual knowledge at the time they are expressed.

Acceptance of Terms. The accompanying letter should correctly and completely set forth our mutual understanding of the terms of our engagement. Please sign a copy of it and return it to our offices for our files. Please let us know in writing immediately of provisions that are not agreeable, if any. Otherwise, our work will proceed in accordance with these terms.