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September 29, 2023

Maria A. Schrock  
City Attorney, City of Bel Aire, KS  
7651 E. Central Park Ave.  
Bel Aire, KS 67226

*RE: Matter of Engagement - Woodlawn Road Project  
Our File No. 12307-13*

Dear Ms. Schrock:

Our Firm policy requires an engagement letter agreement each time we agree to represent a new client or an existing client with respect to a new matter.

Accordingly, I have prepared this letter for the purpose of confirming that the City of Bel Aire, Kansas (hereinafter "you") has retained Triplett Woolf Garretson, LLC (the "Firm") to provide legal services in connection with the Woodlawn Road Project involving contractors and subcontractors, including but not limited to, Pearson Construction, MKEC, KDOT, Phillips Southern Electric, Dondlinger, Garver, and Road Safe (the "Matter"). If, in the future, you desire the Firm to represent you on any other matter, that will be the subject of additional discussions and an additional engagement letter.

Given that this Matter involves actual or threatened litigation, you are under an obligation to preserve documentation and electronically stored information which may be relevant to the claims and/or defenses in this Matter. We intend to subsequently communicate more fully the scope of your obligations to preserve information, but suffice it to say currently, you should not delete any information, and should place a "litigation hold" on any automatic deletion of information, that may be relevant in this Matter. Please contact me to discuss this issue further.

Nothing in this letter agreement should be construed as a promise or guarantee about the outcome of any matter which we are handling on your behalf. Our comments about the outcome of your matter are expressions of opinion only. If we should provide you with an estimate of the fees and costs which may be incurred in connection with our representation of you, it is important that you understand and acknowledge that any such estimate is merely an estimate based on numerous assumptions which may or may not prove to be correct, and that any estimate is not a guarantee or agreement of what the maximum amount of fees and/or costs will be.

We will strive to keep you informed of all significant developments in this Matter and to be available to answer inquiries. It is important that you keep us advised of all developments related to this Matter, inform us promptly of any change in your address or telephone number, and be available to provide information to attorneys and others in the Firm.

#1067745

We want to provide you with quality legal services at a reasonable cost. I will be the attorney with primary responsibility for this representation. My present hourly rate for matters such as this one is \$300. I may consult with other partners or associates of this Firm, especially if they have expertise in matters that may arise in the course of this representation, as may appear prudent and advisable to me in formulating my counsel and advice to you. I intend to use other attorneys and legal assistants in the Firm to perform appropriate tasks required in this representation when their services may be economically and efficiently used on your behalf.

Please note that our hourly rates are reviewed annually and adjusted to reflect increases in seniority, experience, inflation, and other similar factors. It is not our practice to notify our clients of changes in our hourly rates, except to the extent they may be reflected in our detailed monthly billings.

In addition to our fees, you will be responsible to pay all third-party expenses we incur in connection with our representation, including expenses for express delivery, filing and recording fees, computer research, depositions and transcripts, witness fees, travel, outside experts and consultants (unless arrangements for billing directly to you have been made). You will also be responsible to pay our charges for personal deliveries by our personnel and non-attorney staff overtime when required by you or the timing of a particular matter. Substantial expenses charged by third parties, such as experts and court reporters will be forwarded to you for direct payment to the vendor.

We will bill you on a monthly basis for our time, charges and expenses in connection with the Matter. Our fees for legal services will be based upon the hourly rates of our lawyers, law clerks, and legal assistants in effect at the time the services are rendered. Payment is due upon receipt of our invoice.

Should you fail to timely pay for services and costs as billed, termination of this letter agreement is likely; if the Matter involves our formal entry into any court or tribunal, we will also seek to withdraw from such representation in accordance with such court's or tribunal's rules. In any event, termination and withdrawal of any formal appearance may occur if your account is delinquent and satisfactory arrangements have not been made for prompt payment. Further, if the Firm deems it appropriate, a lien may be filed pursuant to applicable law, seeking to attach the proceeds of any recovery you might receive from an adverse party and/or to retain documents generated in the Firm's course of performance in the Matter, for amounts due and owing to the Firm.

Either of us may terminate our representation at any time, with or without cause, by notifying the other. If such termination occurs, your papers and property, unless subject to the above-referenced lien will be returned to you or sent to other legal counsel as you direct. Our own files pertaining to the Matter will be retained. Termination of our services will not affect your responsibility to promptly pay for those legal services rendered and charges and expenses incurred before termination, as well as those charges and expenses incurred in connection with an orderly transition of the Matter.

Upon termination of our active involvement in a particular matter for which we had previously been engaged, we will have no further duty to inform you of future developments or changes in law which may be relevant to such matter in which our representation has terminated. Further, unless you and the Firm agree in writing to the contrary, we will have no obligation to

monitor renewal or notice dates or similar deadlines which may arise from the Matter (or other matters) for which we had been engaged.

The Firm's policy with regard to retention of documents and other materials at the conclusion of this Matter is as follows:

- Normally, all duplicates and drafts in the file are destroyed;
- Original documents provided by you will be returned to you, if determined appropriate by the Firm, after being scanned and saved electronically at the Firm;
- Certain documents, if the Matter involves litigation, must be maintained at the Firm, and will be maintained for the periods required by law and/or regulation;
- Any retained original documentation is normally either stored onsite or forwarded for off-site storage; and
- All remaining documents are generally scanned electronically and preserved in electronic format at the Firm, with all remaining hard copy documentation destroyed.

Accordingly, if there are documents or other materials you wish to have retrieved and provided to you from the Firm's file at the conclusion of the Matter, it will be necessary for you to advise us of that request to ensure that they are not destroyed.

In order to ensure effective representation, you will have certain responsibilities. These responsibilities include, but are not limited to, providing complete information upon the request of the Firm, cooperating in discovery matters and clarifying areas of misunderstanding. A failure to adhere to these responsibilities may form the basis for our withdrawal.

In order to maximize efficiency in this matter, we intend to use electronic communications devices to the fullest extent possible (e.g., email, document transfer by computer, cellular telephones, and facsimile transfers). The use of such devices under current technology may place your confidences and privileges at risk. In order to mitigate this risk, you should only engage in these communications via devices owned/controlled by you and only utilize accounts controlled by you. Using a third party's devices (e.g., those of an employer or those located in public places) could jeopardize the confidentiality of your communications with the Firm; therefore, any such use is discouraged. By signing this letter, you acknowledge that there are risks in utilizing electronic communications, but agree to accept those risks.

If the terms of our representation are acceptable to you, please sign the original and either: return it to me via regular mail; fax it to my attention; or scan and send me a .pdf or other electronic image via email. Any such exchange shall be the same as sending me your original signature.

Thank you again for the opportunity to represent you in this matter.

Sincerely,

TRIPLETT WOOLF GARRETSON, LLC

A handwritten signature in dark ink, appearing to read "Neil C. Gosch". The signature is fluid and cursive, with the first name "Neil" and last name "Gosch" clearly distinguishable.

By Neil C. Gosch

September 29, 2023  
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**ACCEPTED AND AGREED TO:**

The City of Bel Aire, Kansas

By: \_\_\_\_\_  
Jim Benage, Mayor

Date: \_\_\_\_\_