

AGENDA OF THE REGULAR SESSION
Cass County Emergency Services Board
August 20, 2025, at 8:00 A.M.

801 S. Commercial St Harrisonville Missouri

Public may attend in person as there is limited space for attendees.

- I. Call to Order
- II. Roll Call (Quorum)
- III. Pledge of Allegiance
- IV. Public Participation
- V. Old Business
- VI. Consent Agenda
 - A. Approval of July 16, 2025, Meeting Minutes
 - B. Approval of current Account Statements
 - C. Approval of Payables
- VII. Reports
 - A. Chair
 - B. Treasurer
 - C. Board Members
 - D. Executive Director
- VIII. New Business
 - A. CCESB Resolution No. 25-007, A resolution appointing legal counsel and authorizing execution of an engagement letter.
- IX. Next Meeting Date – September 17, 2025, 8:00 a.m.
Adjourn from Regular Session
- X. Closed session – The Cass County Emergency Services Board may enter into a closed session pursuant to Sections 610.021.3 (personnel RSMo).

Posted on this 15th of August by 8:00 a.m.

The Cass County Emergency Services Board meeting is an open meeting but is not a meeting of the public. There is a place on the agenda for comments of citizens under PUBLIC PARTICIPATION. Our rule is that comments by any individual or group shall not exceed five (5) minutes.

RESOLUTION NO. 25-007

CASS COUNTY EMERGENCY SERVICES BOARD

**A RESOLUTION APPOINTING LEGAL COUNSEL AND AUTHORIZING
EXECUTION OF AN ENGAGEMENT LETTER.**

WHEREAS, the Cass County Emergency Services Board (the "Board") was formed by the Cass County Commission following voter approval of a sales tax to fund central dispatching services in the County and is authorized by law, including without limitation Section 190.339 RSMo., to contract for services relating in whole or in part to central dispatching of emergency services; and

WHEREAS, the Board was previously represented by legal counsel who has withdrawn from providing such representation; and

WHEREAS, the Board desires to engage, pursuant to and in accordance with the terms of that certain engagement letter dated July 14, 2025, a copy of which is attached as Exhibit A to and incorporated by reference in this Resolution (the "Engagement Letter"), the law firm of Cunningham, Vogel & Rost, P.C., a Missouri professional corporation ("CVR"), as counsel for legal services;

NOW, THEREFORE, BE IT RESOLVED BY THE CASS COUNTY EMERGENCY SERVICES BOARD, AS FOLLOWS:

Section 1: CVR is hereby selected and appointed as legal counsel for the Board in accordance with and subject to the terms of the Engagement Letter. The Engagement Letter is hereby approved and the Chair is authorized and directed to execute the Engagement Letter on behalf of the Board.

Section 2: This Resolution shall be in full force and effect from and after its adoption.

PASSED THIS ____ DAY OF _____, 2025, BY THE BOARD OF DIRECTORS OF THE CASS COUNTY EMERGENCY SERVICES BOARD.

Kristofer Turnbow,
Chairman

ATTEST:

Secretary

CUNNINGHAM, VOGEL & ROST, P.C.

legal counselors to local government

3660 S. GEYER ROAD, SUITE 340

ST. LOUIS, MISSOURI 63127

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July 15, 2025

Marie Beauchamp, RPL
Executive Director
Cass County Emergency Services Board
801 South Commercial
Harrisonville, MO 64701

Re: **Agreement to Provide Legal Services**

Dear Ms. Beauchamp:

Thank you for the opportunity for our firm to provide legal counsel to the Cass County Emergency Services Board. This letter will confirm my recent discussion with Chairman Turnbow regarding our engagement and will describe the basis for providing these services.

1. Client; Scope of Representation. The client in this matter will be Cass County Emergency Services Board (the "Board"). We will provide special legal services and consultation relating to the implementation of necessary bylaws and policies, providing legal advice relating to contraction for operation of the emergency communications system and services, and such other special counsel legal work as may be requested by the Board or its Chairperson, or the Executive Director, from time to time. Other supplementary terms of our engagement in this matter are set forth below and are attached to this letter as ADDITIONAL TERMS OF ENGAGEMENT.

2. Fees and Expenses; Billing. Actual fees for professional services are based upon the amount of time expended in accomplishing the work and the regular hourly billing rates for each attorney or legal assistant devoting time to this matter, which may be changed by the firm from time to time. Our billing rates for attorneys currently range from \$175 to \$235 for associates, \$240 to \$405 for principals, and \$100 to \$170 for legal assistants. In this matter, Greg Dohrman will have primary responsibility for the work, assisted by Tayleur Blaylock, Tyler Gillam, or others within the firm as may be needed. At present, their hourly rates are \$345, \$195, and \$185, respectively. Consistent with our policy, we will bill the Board on a monthly basis for professional fees and expenses incurred on your behalf and bills will be addressed to the Board for payment. We will include in our statements separate charges for photocopying, messenger and delivery service, computerized research, travel, and other related expenses. Other fees and expenses (such as accountants, consultants, or other professionals, if required) generally will not be paid by us but will be billed directly to the Board.

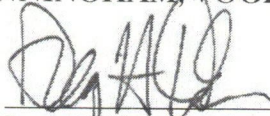
3. Conflicts. As you may know, Cunningham, Vogel & Rost, P.C. represents many governmental entities throughout the region, including municipalities and other governmental clients in Missouri, Illinois, and elsewhere. In the event a conflict exists that is deemed not to be subject to any waiver by applicable ethical rules, we shall withdraw as counsel for the Board. Although we are not aware of any current representation in which we would be adverse to your interests in this matter, it is possible that some of our present or future clients may have disputes

with you during the time we are representing you. We ask, then, that you agree that our firm may continue to represent or undertake to represent existing or new clients in those matters which are not substantively related to our work for you, even if the interest of such clients in those matters is directly adverse to you. Except as provided herein, we agree that your prospective consent to conflicting representation as set forth above shall not apply where, as a result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of our firm, could be used in any such other matter by such client to your material disadvantage.

If you agree with the above, please sign the enclosed copy of this letter and return an executed copy to me. Once again, we are pleased to have this opportunity to work with you. Please feel free to call me if you have any questions or concerns during our representation.

Very truly yours,

CUNNINGHAM, VOGEL & ROST, P.C.

By: 
Greg Dohrman, Vice-President

Attachment

AGREED TO AND ACCEPTED:

CASS COUNTY EMERGENCY SERVICES BOARD

By: _____
Marie Beauchamp, RPL
Executive Director

Date: _____, 2025

ADDITIONAL TERMS OF ENGAGEMENT

Our Client. The person(s) or entity(ies) who are the client in this engagement are limited to those specifically stated in the accompanying engagement letter. To avoid misunderstandings and/or inadvertent conflicts of interest in the future, it is understood that, in the absence of written agreement to the contrary, neither this engagement nor our work in connection with this engagement shall be understood or taken to create an attorney-client relationship with other, including related or affiliated (e.g., parent, subsidiary, shareholder, partner, joint venture, etc.), persons or entities.

Provision of Legal Services, Generally. This engagement is for the provision of professional legal services and not for the provision of business, personal, accounting, technical, financial, or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement. Any statements on our part concerning the likely outcome of a matter are expressions of our professional assessment of the matter in question, and such assessments always present a degree of uncertainty because they are limited by our knowledge of the facts, unsettled areas of the law, changes in the state of the law, equitable considerations, and exercise of judgment in application of the law, among other things. Similarly, you understand that, unless we agree in writing to a capped, fixed, or contingent fee, the fees and expenses relating to your matter are not predictable, that the Firm has not made a commitment concerning the maximum amount of fees and expenses necessary to resolve or complete a matter, and that payment of the Firm's fees and costs is not contingent on the ultimate outcome of a matter. We will, if you wish, prepare an estimate or budget for our work on a matter. You understand that estimates and budgets are uncertain, are not guarantees, and are subject to change.

Entire Agreement. The accompanying engagement letter, together with these Additional Terms of Engagement, shall constitute the entire agreement between us concerning the engagement and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

Termination. The Client and CVR (consistent with applicable Rules of Professional Conduct) both shall have the right to terminate the Contract at any time for any reason by giving the other written notice to such effect. If terminated, the Client shall pay to CVR, in full satisfaction and discharge of all amounts owing to CVR under the Contract, an amount equal to the hourly rate and charges of all Services performed by CVR up to such termination date. CVR shall submit to the Client its statement at any time for any reason for the aforesaid amount, in such reasonable detail as the Client shall request, within thirty (30) days after such date of termination.

Periodic Billings for Legal Services. Unless other arrangements have been made, it is our policy to render periodic statements for legal services on a monthly basis. We normally base these interim statements on hourly rates of lawyers and legal assistants working on the matter. Statements will be due upon presentation and are to be paid by check, EFT or ACH transfer no later than thirty (30) days following the invoice date, with interest accruing thereafter at the applicable rate provided by law for contracts. Payments by wire transfer shall be subject to an additional charge equal to applicable banking fees incurred. The amounts paid on our interim billings are applied to the total final fee. If any statement amount remains unpaid sixty (60) days after the invoice date, the firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

Determining the Fee. Unless we agree to an alternative fee arrangement in the engagement letter, we will bill you based on the amount of time spent by our lawyers, paralegals, and other professionals in rendering necessary services in the matter multiplied by their hourly billing rates for the matter. These rates vary depending on expertise and experience. We adjust these rates from time to time, as lawyers gain experience and expertise, and to reflect changes in overhead costs and economic conditions. When agreed to by engagement letter, fees are sometimes fixed irrespective of the hours involved. Circumstances, including those set out below may require departure from the application of hourly rates. Determination of the total final fee may await conclusion of each specified case or matter so that all relevant factors may be considered.

We record the time that we devote to your matter in units of tenths of an hour, including time in conferences, negotiations, factual and legal research and analysis, appearances at meetings, in court, or before administrative agencies, depositions, document preparation and revision, discovery, travel on your behalf, and other legal services.

The firm has clients in multiple states. Our lawyers are subject to rules governing the professional conduct of lawyers in those states. In addition to time spent, these rules list other factors that can be considered in determining a reasonable fee. These include: reputation, the skill and experience required to complete the services properly; the extent to which the acceptance of the particular matter will preclude other employment; the amount involved; the results obtained; the time limitations imposed by the client or by the circumstances; the nature and length of the professional relationship with the client; and whether the fee is fixed or contingent. In the absence of agreement with you, those factors will not be used to increase our billings for fees above the charge resulting from application of hourly rates.

Paralegals/Legal Assistants/Document Clerks. Certain work will be done by paralegals, sometimes called "legal assistants." Such persons, although not lawyers, have undergone training to perform certain kinds of services at lower rates. In matters involving significant quantities of document management, document clerks may be used to perform tasks at lower rates than those of legal assistants. All such work is supervised by lawyers. The use of such persons allows us to deliver legal services to you at a lower cost.

Client Disbursements. Matters may require, from time to time, certain monetary advances to be made on your behalf by the firm. Some "client disbursements" represent out of pocket charges we advance, others represent internal costs (including costs

such as fees for service of process, court filing fees, deliveries, copying charges, travel expenses, computer assisted legal research, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. If the nature of the matter is such that we anticipate substantial advances, we may require a separate deposit for such purpose. Substantial individual items in excess of \$250, such as expert witness fees, the costs of deposition transcripts, printing costs, etc., may be billed directly to you by the vendor of such services. In many matters when lawyers must examine legal authorities, it is more economical to accomplish the task using computer databases of legal precedents (instead of the traditional method of manual retrieval). In such instances, the special charges assessed by the provider of these services are shown on client disbursement billings as "Electronic Research."

Client Files. During the course of client representation, this firm retains electronic and paper records relating to the professional legal services we provide so that we are better able to assist you with your legal needs and, in certain situations, to comply with professional guidelines. We employ physical, electronic, and procedural safeguards to preserve client confidentiality and to protect your non-public information. This firm agrees to retain and securely store your client files (which include documents generated by this firm, by the client, and by others) for a period of six (6) months after completion or termination of the representation, absent other written agreement between this firm and you regarding disposition of your files. You may request, in writing, the return of your client files at any time within such six (6) month period. Absent such a written request, your files will be deemed abandoned. In such case, you hereby authorize this firm to destroy your files at any time after expiration of such six-month period. All such client files will be destroyed unless this firm is otherwise required to retain same pursuant to the Code of Professional Responsibility or the Ethical Rules promulgated thereunder.

E-mail Confidentiality. This firm often communicates using e-mail. Any attorney or legal assistant e-mail could contain attorney-client, confidential, or other privileged communications. While the firm endeavors to ensure that our e-mail and server are secure, Missouri lawyers are required by the Missouri Bar Disciplinary Counsel to notify prospective recipients of e-mail that (1) e-mail communication is not a secure method of communication, (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from the firm to you or vice versa, and (3) persons not participating in our communication may intercept our communications by improperly accessing your computer or the firm's computer or even some computer unconnected to either you or the firm that the e-mail passes through. Unless you otherwise instruct us in writing, this firm will assume you have consented to receive communications via e-mail. If in the future you change your mind and want future communications to be sent by a different method, please contact the firm in writing immediately.

Public Information. The firm represents many governmental entities throughout the region and undertakes pro bono and other actions in order to protect the interests of our municipal clients. By this engagement you agree we may share public information among our municipal clients in furtherance of your interests, for educational purposes, to establish qualifications or experience, or otherwise to allow our lawyers to provide service to local governments or otherwise promote municipal interests, provided that the firm's sharing of public information does not authorize disclosure of confidential information unless deemed impliedly or expressly authorized in furtherance of your specific representation.