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February 14, 2022

## CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGE

Sent Via Email: [jferrelljd@gmail.com](mailto:jferrelljd@gmail.com)  
Republic County, Kansas Board of County Commissioners  
c/o Justin Ferrell

Re: Agreement for Legal Services

Dear Justin:

We are pleased that you have asked our Firm to serve as counsel for Republic County, Kansas Board of County Commissioners ("Client"). This letter will confirm the engagement of our Firm and describe the basis on which we will provide legal services to Client.

1. Client; Scope of Representation. We will be engaged to assist Client in connection with land use, permitting, and development agreement legal advice and assistance ("Engagement"). Our Engagement will be limited to this matter and will not include representation of Client's interests in any other matter unless mutually agreed. Client may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us. Unless we mutually agree to a representation expansion, our Engagement will be limited to this matter, and will not include representation: (a) of Client adverse to any entity, group or individual other than NextEra; (b) of Client adverse to any entity, group or individual regarding any matter other than the Engagement; (c) of Client's affiliates; (d) of Client's interests in any other matter; or (e) any advice or other legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission ("SEC") or Client's disclosure obligations under such laws, and Client will not, without our prior written consent, include documents or information we provide to Client in any filings with federal or state securities regulators, including the SEC.

2. Terms of Engagement. I will be Client's principal contact with the Firm, although portions of our work may be performed from time to time by other lawyers and paralegals in the Firm, to deliver services at a lower cost to Client, to deliver services within a shorter timeframe, based on a lawyer's special expertise in a given area, or otherwise as necessary.

This engagement initially is hourly, without a retainer, due to the Firm's history supporting Client on other engagements. As we verify or update the representation scope, we can re-visit whether to continue hourly, or whether Client prefers to utilize an alternative fee arrangement, and also whether any retainer becomes necessary. Also, I am always willing to help you formulate estimate totals of hourly rate fees for a set scope of legal support. Invoices will be provided monthly, with payment due within 30 days of receipt, except if Client enters into an agreement for the Firm's invoices to be paid or reimbursed by a third party, then: (a) Client may wait to pay the Firm until 10 days after Client's receipt of the third party's funds, however, any unpaid invoice for 2022 services will be paid in full with available funds received by the Firm by December 31, 2022, if the invoice is delivered to Client by December 21, 2022; and (b) the Firm will not incur time beyond any reimbursement cap that Client implements with the third party, if the Firm's time beyond the cap was not incurred prior to when Client provided the Firm notice of that cap.

Except as discussed above, our attached Standard Terms of Engagement brochure describes the general understandings upon which we will provide our services to you, including retainer terms, the basis upon which our legal fees and expenses will be determined, when and how you will be billed, and other important information about the terms of our engagement. Please review this information carefully and contact me if you have any questions or concerns, or if there is any item to which you do not agree.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to Client. If we terminate the Engagement, we will take such steps as are reasonably practicable to protect the Client's interests, and Client agrees to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal.

3. Conflicts. The Firm represents many other companies and individuals. It is possible that during the time that we are representing Client, some of our present or future clients will have potential disputes or transactions with Client, or potentially compete with Client. Client agrees that, subject to the applicable rules of professional responsibility to consult with Client on matters that are directly adverse to Client or which may materially limit our representation of Client, 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 the Engagement even if the interests of such clients in those other matters are potentially adverse to or compete with Client.

Further, in entering into this representation, it is understood that the Firm, including specifically the Foulston lawyers who might assist with the Engagement, have or might represent clients who have disputes with and matters pending before Republic County or its political subdivisions, or takes legal positions contrary to a legal position of Client. The Engagement raises specific issues directed to its unique facts and parties, which are reasonably believed to be unrelated to other matters or disputes or business dealings in which the Firm presently has or might hereafter represent public and private citizens and entities in their business with or before county entities, associates, authorities, or political subdivisions of Republic County. Also, Client understands and consents to the Firm representing renewable energy industry and project clients other than NextEra. After consultation and having received independent legal advice from Justin Ferrell, Client has concluded that such other representations are and will not be a limitation on the Firm's ability to vigorously represent Client in the Engagement and that the Engagement will not disqualify the Firm, or any individual Firm lawyer, from representation of other clients in unrelated matters, and any such conflicts are waived. It is expressly understood and agreed that because of the Firm's representation or potential representation of others in matters adverse or potentially adverse to Republic County, the Firm would not undertake this Engagement without this waiver.

Client therefore expressly: (1) consents to the continued representation of any existing Firm clients (the Firm hereby confirms for Client's reliance that NextEra is not an existing or prior Firm client) on matters adverse to Client or taking legal positions on behalf of another existing Firm client contrary to a Client legal position (which consent includes waiver of any conflict of interest); and (2) consents to allow the Firm to undertake the representation of new clients other than NextEra with interests adverse to Republic County and political subdivisions thereof on matters unrelated to the specific matter herein, or take legal positions on behalf of other clients contrary to a Client legal position (which consent includes waiver of any conflict of interest); all without first obtaining any further permission or the consent of Client, this consent and waiver being all that is needed for that representation. We agree, however, that Client's prospective consent to conflicting representation contained in this letter shall not apply in any instance where, as a result of our representation of Client, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in the other matter by such client to Client's material disadvantage.

4. Further Questions. The lawyer-client relationship is one of mutual trust and confidence. We strive to see that our clients are satisfied not only with our services but also with the reasonableness of the fees and disbursements charged for those services. Whenever you have any questions or comments regarding our services, or the status of Client's file(s), or whenever any new facts or considerations come to your attention, you should contact the lawyer with whom you are working, or Jason P. Lacey, the Managing Partner of the Firm. We also encourage you to inquire about any matter relating to our fee arrangements or monthly statements that is in any way unclear or appears unsatisfactory. Should you decide not to use our legal services, a bill will be forwarded to you for all work done to date, and we will consider the file closed. This letter should

Republic Republic County, Kansas Board of County Commissioners  
February 14, 2022

be retained for your files. We appreciate your selecting us as your legal counsel and look forward to a long and cordial relationship.

Very truly yours,

FOULSTON SIEFKIN LLP



Patricia Voth Blankenship

Agreed to and accepted by:

\_\_\_\_\_  
Justin Ferrell, County Counselor, Republic County, Kansas

Date: \_\_\_\_\_, 2022

REPUBLIC COUNTY, KANSAS BOARD OF COUNTY COMMISSIONERS

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## Standard Terms of Engagement

This document sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this document carefully and contact us promptly if you have any questions. You should retain this document in your file.

### 1. Charges

#### 1.1. Professional fees

Unless otherwise specified in writing to you, our fees will be principally based upon the amount of time we spend on your matter. We will, however, take other factors permitted or required under the ethical rules that govern our practice into consideration in determining our fee.

We charge time for lawyers, legal assistant staff and some support staff.

We will record time spent on your work in one-tenth of an hour (six minute) units. Each unit represents work done for all, or any part, of a six-minute period.

#### 1.2. Expenses

We will charge you at cost for direct expenses we incur on your behalf doing your work, unless otherwise specified to you in writing. In our discretion, direct expenses will be billed directly to you by third party service providers.

We reserve the right to make and retain, at your expense, copies of all documents generated or received by us in the course of our representation of you.

#### 1.3. Office services

We reserve the right to charge you, at our cost, for certain office services that we use or supply to you to do your work, such as messenger and delivery service, long distance and telecopy, document production, facsimiles and CD/DVD/VHS reproductions.

We currently charge the Internal Revenue Service allowance for mileage and 15/75 cents per black and white/color photocopy page. We regularly examine our costs and periodically modify all of our support charges.

#### 1.4. Secretarial and word processing services

Our fees may include secretarial and word processing services, at \$75 per hour, if these services are required outside normal business hours and requested by you in advance.

#### 1.5. Travel and accommodation

If we need to travel for your work, you agree to pay our reasonable travel and accommodation charges. In addition, work-related travel by our people will be billed at that person's hourly fee or an agreed charge.

#### 1.6. Estimate of charges

If we give you an estimate of our charges, it is based on the scope of work expected at the time we give you the estimate and it is not binding on us. If the scope of work changes, we will give you a revised estimate.

#### 1.7. Changes to our charges

We may change our charges from time to time and will notify you of any substantial changes.

### 2. Retainers

#### 2.1. Establishment

We may ask you for a retainer. Retainers will be placed in a trust account on your behalf and are refundable to the extent not subject to disbursement. Unless specifically instructed by you

to the contrary, retainers will be placed by us in our unsegregated trust account. Interest earned on that account is paid to the State Bar of Kansas for its legal services projects for the poor. If specifically instructed by you to place your retainer in a segregated trust account for your benefit, interest accruing on your segregated trust account is credited to you and must be reported by you as interest income for income tax purposes.

## 2.2. *Disbursement*

Retainers that are received to cover specified items will be disbursed as we agree. Retainers that are made by you to cover specific services and costs will be held as an advance to be applied against your fees and costs, and you expressly authorize us to withdraw from the trust account the sums necessary to pay for services as they are performed and costs as they are incurred.

You will be notified in writing of trust account amounts applied or withdrawn, and you will also be provided with a statement explaining the services rendered and the costs incurred.

We may request additional retainers to cover further services and costs, if circumstances warrant. When our services are completed or terminated, you will receive a final invoice. If there is a balance due to you, the amount will be returned to you after payment of our final invoice.

## 3. **Billing Arrangements**

### 3.1. *Monthly billing*

Unless otherwise agreed, we will issue a monthly bill. Our bill is payable within 30 days of its issuance, unless otherwise agreed.

Unless specifically stated in a separate writing, signed by both of us, payment for our services is not contingent upon the outcome of any matter.

### 3.2. *Interim statements*

In ongoing matters, when the amount involved is sufficient to warrant a billing, we customarily submit periodic interim statements for services rendered and disbursements. Interim billings are generally based solely on standard hourly billing rates.

### 3.3. *Separate billings for each matter*

If we are working on more than one matter for you, you may receive separate billings for each matter or a combined statement for all matters. If you have a

preference for either separate or combined billings, please let us know.

### 3.4. *Payment*

You agree to pay for legal services we provide at your request regardless of the location or jurisdiction in which those services are provided.

If we act for you, and you have an agreement or understanding with another person (e.g. a lessee, or a party to litigation) that the third party is required to pay our charges (or any part of them), you are still liable to pay our charges.

Payment should be sent directly to the Accounting Department of the Firm in Wichita at 1551 N. Waterfront Parkway, Suite 100, Wichita, Kansas 67206.

### 3.5. *Late charge*

We reserve the right to add a monthly service charge of 1.5% in the case of late payments.

## 4. **Duty of Care**

### 4.1. *Advice given only to client*

Any advice, recommendation or work we provide to you is given solely for your benefit. You agree not to copy or give our work to any other parties without our consent.

We do not accept any duty of care or liability to any other person or entity other than the named client, unless we expressly agree.

Except as specifically agreed by us in writing, our representation of you will not give rise to a lawyer-client relationship between us and any of your affiliates, partners, individual members, officers, directors or any other entities or individuals.

### 4.2. *Opinions and subsequent developments*

Opinions we express about the outcome of a legal matter are necessarily limited by our knowledge of facts at the time opinions are expressed and the law then in effect. Nothing in our engagement letter and nothing in our statements to you should be construed as a promise or guarantee about the outcome of your matters.

Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, we have no continuing obligation to

advise you with respect to future legal developments that may have an impact upon you.

If changes are made to our work, we are not responsible for any loss caused by the changes unless we have specifically approved them.

## **5. Client Responsibilities**

### **5.1. *Be candid and cooperative***

You agree that you will provide us with true, complete, candid, accurate and timely information and instructions and acknowledge that a failure to do so may result in a loss being caused to you or another party.

### **5.2. *Be available***

You will be available to confer with us and will keep us advised of your current address, telephone number and email address.

### **5.3. *Pay our bills***

You will pay our bills promptly.

## **6. Conclusion of Our Representation**

### **6.1. *Final statement***

Our representation of you will end upon our sending of a final statement for services rendered in this matter. Termination of our engagement will not affect your responsibility to pay for legal services rendered and all costs incurred up to the date of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

### **6.2. *By you***

You may end our engagement by giving us written notice at any time. If you do this, our engagement is ended from the date we receive your written notice. If you end our engagement, you must pay our charges up to the date we received your written notice.

### **6.3. *By the Firm***

We may end our engagement by giving you written notice of our intent to withdraw from our representation for any reason required or permitted by the applicable rules of professional conduct cause.

### **6.4. *Retention of your documents***

Non-public information you have supplied to us and which is retained by us will be kept confidential in accordance with applicable rules of professional conduct.

At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. We will retain our files pertaining to the matter.

If you would like to make copies of our files, you or your new lawyer can arrange to make copies of all our papers that we believe are necessary to continued representation. You will be charged any additional cost of copying, including professional fees for time expended in reviewing files to be copied.

We reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of our engagement.

## **7. Electronic Communications**

Electronic communications, including email, may be intercepted, redirected, or read by third parties, including other parties who may have access to your computer and by individuals who are not intended recipients but who have legitimate access to the computer system of the sender or recipient. This may occur without the knowledge of either the sender or the intended recipient.

Although we have encryption and other electronic communication security in place, you acknowledge and accept the risks that electronic communications may not always be secure. Unless you request us to do otherwise, we may communicate with you electronically, including by email.

## **8. Privacy Policy**

Subject to the rules of professional conduct governing confidentiality, Foulston Siefkin collects and may share information relating to you and your work in order to conduct its business, to provide and market our services, and to meet our legal obligations.

