



Parks & Recreation Department

**To:** Mayor Jerry Wiley, Fairway City Council  
**From:** Nathan Nogelmeier, City Administrator  
**Date:** 11/9/2016  
**Re:** Agreement for transfer of legal files

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With his anticipated retirement from Stinson Leonard Street, LLC at the end of the year, City Attorney Steve Chinn has prepared an agreement for the transfer of all our legal documents from the firm to Mr. Chinn. Mayor Wiley, along with Jim Poplinger, Melanie Hepperly and I, has met with the firm to discuss the possibility of the City continuing its relationship with the firm to take advantage of the firm's resources while retaining Mr. Chinn as City Attorney after his retirement from the firm.

There is no cost associated with the transfer of the files. Staff recommends approval of the file transfer.

NEALE PETERSON PARK AND FAIRWAY POOL  
6136 MISSION ROAD  
FAIRWAY, KANSAS 66205  
913-722-3161 (SUMMER ONLY)  
NNOGELMEIER@FAIRWAYKANSAS.ORG

FAIRWAY CITY HALL  
4210 SHAWNEE MISSION PARKWAY, STE. 100  
FAIRWAY, KS 66205  
PHONE: 913-262-0350  
FAX: 913-262-4607

[WWW.FAIRWAYKANSAS.ORG](http://WWW.FAIRWAYKANSAS.ORG)

## **FILE TRANSFER AUTHORIZATION**

To: SPC Law, Attn: Stephen P. Chinn

The City of Fairway, Kansas hereby authorizes Stinson Leonard Street LLP to release the following files (the "Files") to SPC Law:

All Open Matters

This direction includes electronic copies of all hard copy files as well as those maintained electronically. I understand that Stinson Leonard Street LLP will not be responsible for the costs of making this transfer and that SPC Law will make arrangements for covering those costs. Stephen P. Chinn is hereby authorized to make any decisions concerning this transfer. I understand that the Firm may choose to make copies of the files at its expense.

In connection with this transfer of the Files to SPC Law, the City of Fairway, Kansas and SPCLaw as a material inducement to Stinson Leonard Street LLP to limit its review of and, thus, expedite the transfer of the Files, represent to Stinson Leonard Street LLP to the best of the undersigned's knowledge and belief, and agree as follows:

1. In the event that a physical file or portion thereof is transferred that should not have been, the undersigned agrees to promptly notify the Stinson Leonard Street LLP and as soon as reasonably possible to use the undersigned's reasonable best efforts to cause the return of the same to the Stinson Leonard Street LLP, without making copies.
2. In the case of emails and other electronic documents that are transferred that should not have been, the undersigned agrees to promptly notify Stinson Leonard Street LLP and as soon as reasonably possible to delete those electronic documents without making or forwarding copies thereof.
3. The physical and electronic documents that should not be transferred (if any) include, but are not limited to: documents relating to clients or matters with respect to which no proper transfer authorization has been provided, Stinson Leonard Street LLP's financial or accounting records, personnel records, and any other Stinson Leonard Street LLP administrative or internal records; other documents intended for internal Stinson Leonard Street LLP use; documents that Stinson Leonard Street LLP is prohibited, by court order or agreement with a third party, from transferring; or documents, communications or notes which could reasonably be expected to be detrimental to Stinson Leonard Street LLP if disclosed to SPC Law or other third parties.

4. The undersigned agree to maintain the confidentiality of the Files and any other client information or Stinson Leonard Street LLP information to the full extent required by the applicable Rules of Professional Conduct.

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Signature of Client

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Signature of Attorney

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