

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 12th day of February, 2026, by and between JACKSON COUNTY, MISSOURI, hereinafter called "the County" and HUSCH BLACKWELL LLP, hereinafter called "Legal Counsel."

WITNESSETH:

WHEREAS, Legal Counsel has agreed to provide specialized legal advice and representation to the County in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Legal Counsel and the County have agreed to be bound by the provisions hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Legal Counsel respectively promise, covenant and agree with each other as follows:

1. Legal Counsel shall provide specialized legal advice and representation to the County relating to legal services as is more specifically set out in the engagement letter, attached hereto as Exhibit A.

2. Legal Counsel shall work as an independent contractor and not as an employee of the County. Legal Counsel shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Legal Counsel shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes

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MARY JO SPINO
COUNTY CLERK

and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

3. Legal Counsel shall bill County monthly for its services at a rate of \$600 per hour as specified in Exhibit A, and County shall pay Legal Counsel promptly upon receipt of Legal Counsel's statement.

4. The total compensation payable hereunder shall be \$120,000.00. Legal Counsel agrees that no additional billable work beyond this amount shall be completed unless it is first approved in writing by the County Counselor. Legal Counsel shall notify the County Counselor and the County Executive in writing when billable hours completed have reached a sum in excess of \$100,000.00

5. Legal Counsel shall also be entitled to the reimbursement of its reasonable and necessary expenses incurred during its performance of services under this Agreement.

6. Legal Counsel shall be accountable to and coordinate with the County Counselor's Office.

7. This Agreement shall be effective as the date of signing and shall continue until December 31, 2026, unless sooner terminated. Legal Counsel or the County may terminate this Agreement by giving written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Legal Counsel may be entitled to receive or be obligated to perform under this Agreement.

8. If any covenant or other provision of this Agreement is invalid, or

incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

9. Legal Counsel has the authority, upon written agreement of the parties, to contract with third-parties as needed to effectuate the objectives desired by the County. Any third-party contractor will be paid by Legal Counsel and Legal Counsel will invoice County for costs incurred.

10. Pursuant to §285.530.1, RSMo, Legal Counsel assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized undocumented individual to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Legal Counsel shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized undocumented person in connection with the contracted services.

11. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

HUSCH BLACKWELL, LLP.

By 
Federal I.D.

JACKSON COUNTY, MISSOURI

By 
Bryan O. Covinsky
County Counselor

ATTEST:


Mary Jo Spino
Clerk of the Legislature

REVENUE CERTIFICATE

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation of \$120,000.00 which is hereby authorized.

Date 2/9/2026

Cheryl L. Colter
Director of Finance and Purchasing
Account No. 001 1101 56020
SCON-10001774 DM

WORK AUTHORIZATION AFFIDAVIT EXHIBIT B

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized undocumented person in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **HUSCH BLACKWELL, LLP** is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **HUSCH BLACKWELL, LLP** does not knowingly employ any person who is an unauthorized undocumented worker in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Julianne Story
Authorized Representative's Signature

Julianne Story
Printed Name

Attorney
Title

2-11-2026
Date

Subscribed and sworn before me this 11 day of February, 2026. I am commissioned as a notary public within the County of Clay State of Missouri, and my commission expires on 11/30/29

Elizabeth Tucker Cooper
Signature of Notary
Elizabeth Tucker Cooper

2/11/26
Date

ELIZABETH TUCKER COOPER Notary Public - Notary Seal STATE OF MISSOURI Clay County My Commission Expires: November 30, 2029 Commission #: 21117743

HUSCH BLACKWELL

Julianne P. Story
Partner

4801 Main Street
Suite 1000
Kansas City, MO 64112
Direct: 816.983.8230
Fax: 816.983.8080
julianne.story@huschblackwell.com

January 26, 2026

Via Email: bcovinsky@jacksongov.org

Mr. Bryan Covinsky
Jackson County Counselor
Jackson County, Missouri
415 E. 12th Street, 2nd Floor
Kansas City, Missouri 64106

Re: Agreement for Legal Services

Dear Bryan:

Thank you for selecting Husch Blackwell LLP to provide legal services. This letter is to confirm our discussion about the engagement and to set forth the terms under which we will provide the requested services.

Client and Scope of Representation. Our client for this engagement will be Jackson County, Missouri ("you"). It is understood that, in the absence of written agreement to the contrary, our work in connection with this engagement shall not be considered to create an attorney-client relationship between us and any other persons or entities related to Jackson County, Missouri, including parents, subsidiaries, shareholders, partners, members, or other affiliates, and thus our sole client for this engagement shall be Jackson County, Missouri. We will not consider entities affiliated with Jackson County, Missouri as our clients for the purpose of checking future conflicts of interest.

We are being retained to represent you in defense of the employment lawsuit captioned Gail McCann Beatty v. Jackson County, Missouri. In the event that we are asked to provide additional services, we will confirm such engagement in writing. Absent specific modification, any additional services will be governed by the terms and conditions of this agreement.

You acknowledge that we are not your general counsel and that our acceptance of this engagement does not involve an undertaking to represent you or your interests in any matter other than that described above. Furthermore, you acknowledge that our representation does not entail a continuing obligation to advise you concerning subsequent legal developments that might have a bearing on your affairs generally or, after the completion of the matter as to which we are representing you, subsequent legal developments related to or that might have a bearing on that matter. We may on occasion and at our sole discretion provide you with general information

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concerning recently enacted laws, legislative changes, or other pertinent legal subjects and developments that are outside the scope of our representation of you, with the sole purpose of fostering your awareness of legal developments that could affect your interests generally. Our provision of such general information is not an agreement to provide legal services to you regarding any such laws or developments unless you request, and we specifically agree, that we do so.

Conflicts. Husch Blackwell LLP has a number of offices and represents many clients on a regional or national basis. Some of the clients we represent may be your competitors, vendors or customers. It is possible that some of our present or future clients will ask us to represent them in disputes or other matters where their interests are adverse to those of Jackson County, Missouri during the time we are providing legal services to you. It is also possible that we will represent or be asked to represent (in other matters), parties whose interests are adverse to yours in this or a future matter in which we represent you. Both of these situations would create a conflict of interest under our ethical rules which would prohibit us from undertaking the simultaneous representations without the waiver and consent of both clients. Therefore, as a condition to our undertaking this engagement, you agree that our firm may represent existing or new clients whose interests are adverse to yours in all types of matters, including litigation, that are not substantially related to the matters in which we represent you. You further agree that we may undertake to represent parties to whom you are adverse in matters in which we represent you, provided again that we do so only in matters that are not substantially related to our work for you. You could, of course, choose not to waive these conflicts of interest, in which case we could decline to undertake this representation. Because the validity and enforceability of these conflict waivers are essential conditions to the firm's willingness to accept this engagement, and the firm would not accept the engagement but for these waivers, you agree that, if the validity or enforceability of these waivers is ever challenged or revoked, we may withdraw from representing you and continue to represent our other clients, even in matters directly adverse to Jackson County, Missouri, including litigation.

Fees and Expenses. Our fees are based on the amount of time we devote to a project. Any estimates of fees that we may give from time to time are based on our judgment of the circumstances at a given time, and actual fees may be more or less than the estimated amount. Any estimate of fees or costs we provide thus may not be considered as a minimum, maximum, or fixed fee quotation.

My colleague, Paul Pautler, will be the attorney responsible for this engagement but other attorneys and legal assistants may assist with the engagement. We ask that you agree that we may use such personnel as is appropriate in our professional judgment. For this engagement, Paul's hourly rate will be the discounted rate of \$600 and he will be assisted by associate Samantha Bowie at the discounted rate of \$300. We have agreed to a 15% discount on our hourly rates for all other legal professionals. Our hourly rates are reviewed and adjusted periodically. We agree, however, that the rates for the staffing of this case will remain in effect for the life of the matter.

In litigation and matters requiring document productions, including third party and government subpoenas, investigations, and regulatory matters, electronically stored information is

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almost always implicated. For these matters, the firm uses the services of its Litigation Technology Department to meet the demands of electronic discovery and document management using the latest technological tools. The services provided by the firm's Litigation Technology Department require significant expertise. Services may include coordination and consultation on discovery materials, development and hosting of document review databases, and preparation and presentation of electronic evidentiary materials at trial. Pricing for this work is set forth in the attached schedule. Additionally, it is the firm's policy to bill for providing responses to audit letter requests. Should this type of work materialize, we charge a flat rate of \$250 to \$2,000 based on the complexity of the request and the time and resources expended by the members of the audit letter team. The flat fee covers all the work of our centralized audit letter team to prepare the audit letter response. The flat fee does not include the time the attorneys handling your matter(s) spend preparing descriptions of actual or potential loss contingencies, which may be billed separately.

We will bill on a monthly basis for our professional fees and for reimbursement of expenses incurred in connection with this engagement. We will generally not pay the fees and expenses of other service providers, such as consultants, local counsel, deposition reporters, experts, and the like, but will forward those bills directly to you for payment.

Payment shall be due upon receipt of our invoice. If we do not receive comments about the invoice within twenty days of the date of the invoice, we will assume you have reviewed the invoice and find it acceptable. If you wish to pay our invoices electronically, you may do so through our secure online payment portal: <https://www.huschblackwell.com/paymentportal>. Invoices not paid within thirty days of the invoice date will be subject to a late charge of 1% per month on the unpaid balance, commencing from the date of the invoice and continuing until paid. If an invoice remains unpaid more than ninety days after the invoice date, we may, consistent with our ethical obligations and judicial requirements, cease performing services for you until arrangements satisfactory to us have been made for payment of arrearages and future fees. You agree that, in such an event, we have the right to withdraw as your attorneys from any matter or proceeding in which we may be engaged.

Communications. We understand that we are to report to and take directions from Bryan Covinsky for this engagement. If you should prefer that we report to some other person, please let us know. We understand that you have approved the use of internet e-mail for communications concerning this matter. Our state ethics rules suggest that we remind you that the internet does not provide a totally secure method of communication, and e-mail may be copied and held by any computer through which it passes. Persons not participating in the communication may intercept e-mails, and e-mails stored on computers may be accessed by unauthorized parties. If you would prefer that we do not communicate with you via e-mail, please advise me immediately.

Use of Artificial Intelligence. You agree that we may use technology which incorporates artificial intelligence (AI) tools and features, including generative AI, to assist in legal research, summarizing and organizing information, drafting documents, and other tasks. This technology, while it can enhance our work, is not a substitute for the expertise and judgment of our

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attorneys. We will exercise professional judgment in using AI technology and in reviewing AI-generated content to ensure that our services are appropriate for your specific legal needs.

Corporate Transparency Act. The Corporate Transparency Act (“CTA”), in effect as of January 1, 2024, was enacted by Congress as part of the Anti-Money Laundering Act of 2020. In general, the CTA imposes certain disclosure and filing requirements on corporations, limited liability companies, and similar entity structures regarding information about natural persons who own and/or form these entities. The provisions of the CTA could apply to you. If you require legal advice related to understanding the CTA’s requirements and implications, please let us know and we can connect you with the appropriate attorneys within the firm to discuss those needs. Our firm has, however, determined that, due to the number of third-party service providers in the compliance industry with established services tailored to facilitate adherence to the CTA, we will not undertake to submit, on behalf of our clients, any required filings or undertake other compliance activities imposed by the CTA. Upon request, we will refer you to such third-party service providers, but in no event will Husch Blackwell undertake any CTA-related filings or other compliance activities on your behalf. Whether or not you ask and we undertake to advise you regarding the requirements imposed by the CTA, the responsibility for making any required filings in compliance with the CTA rests solely with you. This responsibility further extends to your successors in interest, beneficiaries, or any other related parties who may be affected by such legal developments.

Marketing Materials. Periodically, our firm prepares marketing materials in which we include the names and corporate logos of selected clients and sometimes a brief description of a significant project on which we worked. You agree that we may do so with regard to you and any matters we handle for you at this time or in the future. If we include our representation of you in these materials, we will not include information about any specific transaction that is not otherwise publicly available without your prior approval.

Document Retention. Some materials related to our representation of you (e.g. administrative records, time and expense reports, personnel materials, and credit and accounting records) belong to us and will be handled in accordance with our document retention policy. Other materials (i.e. documents provided to us by you and the final version of documents that you retain us to create) are considered client files and belong to you. We will retain your client file for ten years or such longer period as required by statute or our firm's document retention policy. At your request, we will return your file to you or any other person designated by you. If, at your request, we retain your client files beyond their normal period of retention, such long-term storage will be at your cost. If you have not requested that we return your file or made arrangements for long-term storage, we may destroy or otherwise dispose of your client files after the retention period.

Limited Liability Partnership. Husch Blackwell LLP is organized as a limited liability partnership. This means every attorney in our firm who either directly performs or supervises legal services for you will have full professional responsibility and legal liability for those services, in addition to the firm itself. However, individual attorneys in the firm who have no direct involvement or supervisory role in your representation will not have any personal liability for the legal services performed by others in the firm.

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Conclusion of Representation. Our relationship with you as to this engagement will be concluded when we have completed our agreed-upon services. In addition, and without limiting the preceding sentence, in the event we have performed no work for you or on your behalf for six consecutive months, you agree that our attorney-client relationship with you will be terminated.

It is understood that the terms of this letter and its enclosures constitute the terms under which we will undertake this representation. If you find the proposed engagement terms acceptable, please execute and return a copy of this letter for our file. If you do not agree to any of the terms of this letter and its enclosures, please call me as soon as possible within the next ten days to discuss. If I do not hear from you, it is understood that these are the terms of our representation.

Thank you again for selecting us for this engagement. We look forward to working with you.

Very truly yours,

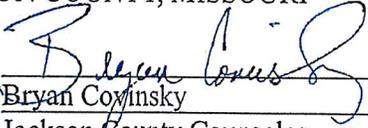


Julianne P. Story

JPS/mms
HIB EGL v2025.10.01 XD

AGREED:

JACKSON COUNTY, MISSOURI

By: 
Name: Bryan Covinsky
Title: Jackson County Counselor
Dated: 2/11/2026

Litigation Technology

Schedule of Charges as of 10/1/2025

Husch Blackwell's Litigation Technology Department provides comprehensive management of complex electronic discovery data. This Schedule of Charges reflects our standard pricing for these services. The services are billed as a monthly fee based on the volume of data in RelativityOne ("RelOne") Early Case Assessment ("ECA") and RelOne Review workspaces for a matter. There are a few costs that, if incurred, are not included in the monthly fee, as set forth below.

The monthly fee will start when data is processed at the rates set forth in this Schedule of Charges. There is a **minimum monthly fee of \$1,000.00**.

When the case is no longer active, the RelOne database can be archived, and the monthly fee will cease. We do not pro-rate the monthly charge (if the database is active on the first of the month, the charge will be for the calendar month).

Monthly fee calculations:

RelOne ECA Workspace	\$15.00 per GB
RelOne Review Workspace	\$65.00 per GB

RelOne Services included in the monthly fee:

- Litigation Technology personnel hourly time
- Loading and updates to document review database
- Hosting of electronic discovery data
- Electronic document productions
- OCR Processing
- Electronic bates numbering
- Format conversions
- Archiving of databases and related materials
- Media services

Costs not included in the monthly fee (if applicable):

- Processing is billed at \$60.00 per compressed GB
- Relativity outside (non-HB) user access is billed at \$135.00 per user/per month
- RelOne Artificial Intelligence ("aiR") is billed at a \$0.25 per document fee; any related hourly consulting fees will be billed at the consultant's hourly rate

Trial technology, equipment rental and trial consulting are not provided by the Litigation Technology Department, however, we can assist with the coordination of these services.