

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 9th day of December, 2025, by and between JACKSON COUNTY, MISSOURI, hereinafter called "the County" and Denton's US LLP, hereinafter called "Legal Counsel."

WITNESSETH:

WHEREAS, Legal Counsel has agreed to provide specialized legal advice and representation to Jackson 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, investigation, and representation to the County related to ongoing employment matters, 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 the rates specified in Exhibit A, and County shall pay Legal Counsel promptly upon receipt of Legal Counsel's statement.

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

5. This Agreement shall be effective as of October 20, 2025, and shall continue until December 31, 2025, unless sooner terminated. Legal Counsel or the County may terminate this Agreement by giving five (5) days' 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.

6. 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.

7. 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 alien in connection with the contracted services.

8. 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.

DENTONS US LLP

By Anne Baggott
Anne Baggott
Federal I.D.

JACKSON COUNTY, MISSOURI

By Bryan O. Covinsky
Bryan O. Covinsky
County Counselor

ATTEST:

Mary Jo Spino
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 \$50,000.00 which is hereby authorized.

10/22/2025

Date

Cheryl L. Colter

Director of Finance and Purchasing
Account No. 001-1101-56020

SCON-10001487 DM

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United States

dentons.com

September 17, 2025

VIA E-MAIL ONLY

Bryan Covinsky, Esq.
County Counselor, Jackson County
Jackson County Courthouse
415 E. 12th St.
2nd Floor
Kansas City, MO 64106
bcovinsky@jacksongov.org

Re: Engagement Letter – Jackson County, Missouri, Department of County Counselor

Dear Mr. Covinsky:

Thank you for facilitating the engagement of Dentons US LLP to represent Jackson County, Missouri, Department of County Counselor (the “County”) with the matter described below.

The purpose of this Engagement Letter, as well as the associated Terms of Business, is to set forth the Engagement Agreement by which Dentons US LLP will represent the County. For purposes of this engagement, Dentons has been engaged to conduct a neutral, third-party investigation into allegations of discrimination that employees have made about the Director of Corrections, Diana L. Knapp. In conducting the investigation, I will act in accordance with your directions, or those of the person or persons whom you tell me will be authorized to act on behalf of the County. Although Dentons is providing these services for the County, and the County is the client in this engagement, the services Dentons provides for this matter will be in the capacity of an impartial, neutral investigator. Dentons will maintain objectivity during the investigation and will not advocate for the County, Ms. Knapp, or any other entity or person involved in this matter. Dentons will objectively assess the facts, including making credibility determinations, free from the influence of anyone associated with the County, any outside law firm or attorney, or any witness or their attorney.

Our Terms of Business. Attached is a copy of our Terms.

Our Team and Charges. I will be principally responsible for this engagement, and it is not anticipated that other lawyers and professionals will be involved. Our fees will be based on the time devoted to the representation, and the billing rates charged by each timekeeper. For purposes of this engagement, my attorney Katie Rickley's hourly rates will be \$475.00 per hour. I will utilize associates and attorneys in Kansas City at lower hourly rates where appropriate. Our representation of you also will involve costs, which are reviewed in the Terms.

Please indicate your agreement to the Letter and Terms by executing a copy of this Letter in the space provided below and returning it. A facsimile or scanned copy delivered via email are as acceptable as an original. We appreciate prompt receipt of an executed copy, but will commence work based on the understandings contained in this letter prior to our receipt of your signature. Of course, please contact me if you have any questions about anything in this Letter or the Terms, or with respect to any aspect of our representation of you.

Again, we are very pleased to have this opportunity to be of service and to work with you.

Very truly yours,

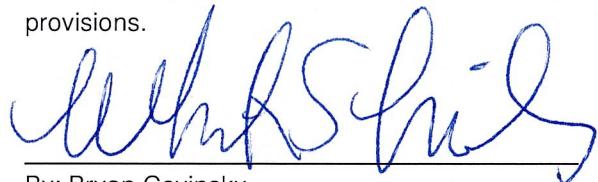


Anne E. Baggott

Enclosure Terms of Business

Agreement and Acceptance

The undersigned hereby acknowledges and agrees that he or she has reviewed and understands the terms and conditions of this Letter and the Terms. The undersigned further agrees and accepts these provisions.



By: Bryan Covinsky
Authorized Representative and County Counselor
Jackson County, Missouri
Department of County Counselor

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.

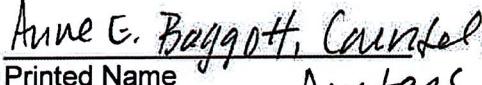
Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited 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 **DENTONS** 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, **DENTONS** 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.)


Anne Baggett
Authorized Representative's Signature
Cantel, Dentons US LLP
Title


Anne E. Baggett, Cantel,
Printed Name Dentons
Dec. 9, 2025
Date

Subscribed and sworn before me this 9th day of December, 2025. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 11/15/27.


Signature of Notary

12/9/25
Date

