

**LEGAL SERVICES AGREEMENT**

**THIS AGREEMENT**, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" Spencer Fane, **LLP**, hereinafter called "Legal Counsel."

**WITNESSETH:**

WHEREAS, Legal Counsel has agreed to provide specialized legal advice and representation to the County Legislature and County Clerk 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 Legislature and the County Clerk relating to case numbers 2516-CV21560 and 2516-CV21738, 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 and all other taxes, and operate its business independent of the business of the County

**FILED**

JUL 25 2025

MARY JO SPINO  
COUNTY CLERK

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 July 21, 2025, and shall continue until final disposition of the above referenced cases, 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. Legal Counsel has the authority, upon 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.

8. 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.

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

(Signature page to follow)

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

SPENCER FANE, LLP

By

Patrick McInerney

Federal I.D. 44-0561981

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 \$60,000.00 which is hereby authorized.

Date

7-24-2025

Director of Finance and Purchasing  
Account No. 001-0112-56020  
SCON-10001267 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 **SPENCER FANE** 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, **SPENCER FANE** 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.)

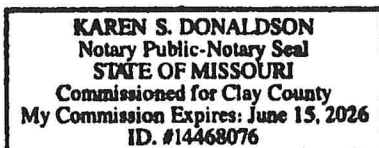
Patrick A. McInerney  
Authorized Representative's Signature  
Partner  
Title

Patrick A. McInerney  
Printed Name  
7-25-25  
Date

Subscribed and sworn before me this 25 day of July, 2025. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on June 15, 2026.

Karen S. Donaldson  
Signature of Notary

7-25-25  
Date



# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Spencer Fane LLP	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. 1000 Walnut, Suite 1400 <b>6</b> City, state, and ZIP code Kansas City, MO 64106 <b>7</b> List account number(s) here (optional)	Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-						
<b>or</b>									
<b>Employer identification number</b>									
4	4		-	0	5	6	1	9	8 1

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign  
Here**

Signature of  
U.S. person

Date January 1, 2025

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



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PATRICK A. MCINERNEY  
DIRECT DIAL: 816-292-8358  
[pmcinerney@spencerfane.com](mailto:pmcinerney@spencerfane.com)

File No. 5511108.0002

July 16, 2025

**VIA E-MAIL**

Mary Jo Spino, Clerk of The County Legislature  
DaRon McGee, Chairman, Jackson County Legislature  
Bryan O. Kovinsky, County Counsellor  
415 E. 12<sup>th</sup> Street  
Kansas City, Missouri 64106  
[mspino@jacksongov.org](mailto:mspino@jacksongov.org)  
[dmcgee@jacksongov.org](mailto:dmcgee@jacksongov.org)  
[bkovinsky@jacksongov.org](mailto:bkovinsky@jacksongov.org)

**Re: Engagement**

Dear Ms. Spino, Mr. McGee, and Mr. Kovinsky:

On behalf of our firm, Spencer Fane LLP, I am glad to have the opportunity to provide legal counsel to the Jackson County Legislature and the Legislature's Clerk.

**SCOPE OF REPRESENTATION**

Spencer Fane has been engaged as follows:

*In Coen, et al. v. Jackson County Legislature, Frank White, Mary Jo Spino, the Kansas City Election Board, and the Jackson County Election Board*, now pending in the Circuit Court of Jackson County, Spencer Fane has been engaged to represent the Jackson County Legislature and Ms. Spino in her official capacity.

*In Jackson County Election Board and Kansas City Election Board v. Mary Jo Spino and Frank White*, now pending in the Circuit Court of Jackson County, Spencer Fane has been engaged to represent Ms. Spino in her official capacity.

**CASE MANAGEMENT AND FEES**

I will be the lead attorney from Spencer Fane for this matter, although I will work closely with other lawyers and professionals. I will coordinate the staffing of any matter to match experience and expertise with your needs. My reduced hourly rate for this matter is \$690.00, but wherever possible and in your interest, I will collaborate with others in our practice group who have lower rates. These rates may increase from time to time but only to the extent of periodic increases for all similar clients.



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Spino, McGee, Kovinsky  
July 16, 2025  
Page 2

We will provide you with a monthly statement of fees, costs and expenses, which should be paid each month. We will not bill the monthly fees and expenses against your retainer/deposit. We also require that the client pay certain expenses, such as printing, postage, witness fees, mileage or other travel, lodging, photocopying and computerized legal research. If there is any other unusually large expense (such as an expert witness fee), we may ask you to pay that amount directly to the person or entity providing the service or to prepay for the contemplated expenditure. No significant cost will be incurred without your prior approval.





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Spino, McGee, Kovinsky  
July 16, 2025  
Page 3

**TERMS AND CONDITIONS OF PAYMENT**

We will not require a retainer at this time. At the beginning of each month, you will receive an invoice detailing the services performed on your behalf in the month just ended. The invoice will show the date, hours spent, itemized description of the service rendered and any expenses incurred during the billing period and the total fees and expenses charged during the billing period. If there are any questions regarding the fees and expenses set out in the invoices, please don't hesitate to contact me.

**TERMINATION OF SERVICES**

Under our agreement, you have the right to terminate our services for any reason upon written notice at any time. We retain the right to terminate services: 1) upon your failure to cooperate in any reasonable request; 2) upon failure to pay fees and expenses as they come due; or 3) upon determination that continued representation violates the Rules of Professional Conduct. The termination of services, whether by you or by Spencer Fane, will not relieve you of the obligation to pay any outstanding amounts due for our services and expenses through the date of termination.

**MISCELLANEOUS**

If there are any special instructions that you have relating to your invoice or any other matter relating to this representation, please let me know and I will try to accommodate you. If I am unavailable, please contact my assistant, Karen Donaldson, at (816) 292-8174. Again, thank you for choosing me and Spencer Fane to represent you; we look forward to working with you.

Sincerely,

Patrick A. Mernerney

PAM/ksd  
Enclosure