

EM Dated 12/16/2025

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, 2025, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **GRID COUNSEL LLC**, 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 future contractual relationships with local professional sports teams 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 except as required by this Agreement.

3. Legal Counsel shall bill County monthly for its services at a rate of \$545 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 \$75,000.00. 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 \$60,000.

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 the County Executive and shall coordinate Legal Services through 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 alien 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.

GRID COUNSEL LLC

JACKSON COUNTY, MISSOURI

By _____
Federal I.D.

By _____
Bryan O. Covinsky
County Counselor

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 \$75,000.00 which is hereby authorized.

Date

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

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 **GRID COUNSEL LLC** 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, **GRID COUNSEL LLC** 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.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn before me this _____ day of _____, 2025. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date