

PROFESSIONAL SERVICES AGREEMENT
(Independent Contractor)

This Professional Services Agreement is hereby entered into by and between the **City of Arkansas City** an incorporated municipality of the second class in the State of Kansas, hereinafter called "**City**" and **Laura Riggs-Johnson**, a recognized Attorney at Law, whose residence and principal offices are in the City of Winfield, Kansas, hereinafter called the "**City Prosecutor**."

WHEREAS, Ms. Riggs-Johnson has developed expertise in the practice of law and has indicated her interest in the position of city prosecutor for the City; and

WHEREAS, the City of Arkansas City desires to retain Ms. Riggs-Johnson for the services pursuant to a Professional Services Agreement.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE CITY AND CITY PROSECUTOR AS FOLLOWS:

I. Appointment. The City does hereby appoint Laura Riggs-Johnson as City Prosecutor for the City of Arkansas City for the term contained herein. As such, she shall have full authority and responsibility to act as City Prosecutor on the City's behalf, as required or provided in City Code, State Statute, Federal Law, the City Commission or as hereinafter provided.

II. Duties & Responsibilities. The City assigns to the City Prosecutor the duties set out in Kansas statute, Municipal Code, and other duties as assigned by the City. With written permission of the City Manager, City Prosecutor may refer matters to outside counsel for consultation such as if City Prosecutor has a conflict in a case, or if the matter requires special knowledge or expertise outside of City Prosecutor's experience. In such a case, City shall be responsible for negotiating payment terms and conditions.

III. Compensation. Starting February 1, 2025, in exchange for the services provided herein, City Prosecutor shall be paid as follows, effective the first pay period after February 1, 2025:

- a. **MUNICIPAL COURT PROSECUTOR.** The City shall pay a salary of \$3,750.00 per month to perform the services of City Prosecutor regardless of the number of hours actually required to perform all duties, including, but not necessarily limited to the following: try criminal cases and meet with counsel and defendants at Municipal Court; review criminal histories to ensure defendants are properly charged; plan and prepare for criminal cases outside of hours spent at Municipal Court; draft long-form complaints for prosecution in Municipal Court; review police reports and evidence; interview Police officers witnesses, defendants and their counsel; draft required pleadings, motions and responses to motions; draft and negotiate diversion agreements, prosecute Municipal Court appeals to the District Court; and draft required correspondence. Ms. Munson shall not be required to submit itemized invoices detailing the work performed as City Prosecutor.

- b. Compensation listed above shall be increased annually in an amount equal to a minimum of the budgeted Cost of Living Adjustment for all City employees if any. The City Manager may award, in his or her sole discretion, an additional merit increase as budgeted by the City Commission, based on performance.

IV. Conflict of Interest. City Prosecutor has a private law practice representing other clients. In a case where City Prosecutor represents a client whose interests come into potential conflict with the City on a particular issue, City Prosecutor will advise both parties of such conflict and withdraw from active involvement in the case unless (a) both parties are advised of the potential conflict and agree to waive the conflict, and (b) City Prosecutor feels she can represent properly both parties and still comply with applicable attorney ethics rules. The City shall not request or expect any services from the City Prosecutor which would be in any way unethical or illegal.

V. Facilities. The City Prosecutor shall provide her own office space and make herself available as necessary for consultations at City Hall or another designated venue within the downtown area of the city of Arkansas City. Further, City Prosecutor shall retain, and pay, her own staff required to fully and completely perform the services required hereunder and shall further provide such furniture, equipment and legal reference material as may be necessary in order to effectively practice in the area of municipal law. The City shall provide the City Prosecutor with the necessary equipment, and/or reference materials, essential to the operations during all municipal court sessions, which are to be permanently located at City Hall, starting February 1, 2025.

- a. City Prosecutor may attend seminars, state and/or national, pertaining to Municipal law which are beneficial to the City, upon approval by the City Manager. The City shall pay expenses incurred in attending such seminars in accordance with standard City policy and appropriations.
- b. City shall pay required dues to appropriate state and/or national associations for the City Prosecutor, including but not necessarily limited to, City Attorney Association of Kansas and International Municipal Lawyers Association.

VJ. Termination Either party hereto may terminate this Agreement upon 90 days written notice to the other party hereto.

VII. Term. This Agreement shall be for a term of one (1) year, from and after February 1, 2025. Unless either party notifies the other in writing a minimum of 90 days prior to January 1 of any year, this term shall automatically extend for 12 months on January 1 of each year starting January 1, 2026.

The parties to this Agreement do hereby commit themselves to the faithful performance of this Agreement and bind their heirs, successors and assigns to such performance and affix their signatures below in agreement to the terms set out hereinabove.

Randy Frazer, City Manager

Laura Riggs-Johnson, City Prosecutor