

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ___ day of November 2022, by and between:

THE CITY OF ARKANSAS CITY, KANSAS

a Municipal Corporation,
herein referred to as “City”, and

Larry R. Schwartz

herein referred to as “City Attorney”.

PURPOSE: The purpose of this Agreement is to set out the terms and conditions by which the City Attorney shall perform such duties as may be required for the smooth and efficient functioning of the Arkansas City Municipal operations, and to provide a basis for compensation for such services.

NOW, THEREFORE, THE CITY AND CITY ATTORNEY AGREE AS FOLLOWS:

1. Appointment. The City does hereby appoint Larry R. Schwartz as City Attorney for the City of Arkansas City, Kansas, on the date first above written. As such, he shall have full authority and responsibility to act on the City’s behalf as required or provided in the City Code, State Statute, or applicable law, or as hereinafter provided.

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

3. Facilities, Staffing. The City Attorney will provide the necessary equipment, and/or reference materials, essential to the operations during all municipal meetings and municipal court, starting as set forth below.

4. Compensation. For the purposes of compensation, the City Attorney shall be considered an independent contractor of whom less than 1,000 hours per year is required. In exchange for the services to be provided, the City Attorney shall be compensated as follows:

- a. The City shall pay City Attorney \$3,570 to perform civil legal services, up to 30 hours per month, which shall include providing general legal opinions and general counsel to the City Commission, City Manager, City Staff, Advisory Boards, and Strother Field Commission; attend Commission meetings, meetings of advisory boards, Strother Field Commission, or other meetings,

when so directed. The City Manager has discretion to direct the City Attorney to attend only specific meetings of the Commission and City staff when legal services and opinions are required.

- b. The City Attorney shall also draft legislation for consideration by the City Commission as requested by the majority of the City Commission, City Manager or City Clerk; and to perform other legal duties and assignments as requested or authorized by the City Manager and/or majority of the City Commission, including, but not limited to, review and analysis of case law and statutes; drafting legal memoranda, contracts, and correspondence; telephone conferences and office conferences on city-related matters; and other tasks completed on behalf of the City. City Attorney shall be required to submit itemized invoices detailing the work performed for civil matters. Any hours above 30 per month must be approved in advance by the City Manager and shall be paid at the rate of \$135 per hour, billed in 1/10 hour increments.
- c. 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.
- d. The parties hereto specifically acknowledge that this is a Professional Services Agreement and the relationship is that of an independent contractor and not an employee of the City of Arkansas City.
- e. Upon approval by the City Manager, the City Attorney may attend state and/or national seminars pertaining to Municipal law which are beneficial to the City. The City shall pay expenses incurred in attending such seminars in accordance with standard City policy and appropriations.
- f. The City shall pay required dues to appropriate state and/or national associations for the City Attorney, including but not limited to the City Attorney Association of Kansas and the International Municipal Lawyers Association.

6. Term and Termination. This Agreement shall be for a term of one (1) year, from and after the date of execution of this agreement. Either party hereto may terminate this Agreement upon 90 days written notice to the other party. Unless either party notifies the other party 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, 2023.

7. Sole Agreement, Severable Provisions. This Agreement shall constitute the entire Agreement between the City and the Attorney. If any provision or any portion hereof shall be held to be unconstitutional, invalid, or unenforceable by a Court of competent jurisdiction, it shall be severed from this Agreement and the remainder of the Agreement shall remain intact

and in force. This Agreement shall be interpreted and governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures and bound themselves, their heirs, successors and assigns to the faithful performances of the covenants hereinabove written effective on the date first above written.

November____, 2022, to be effective on the date set forth above.

THE CITY OF ARKANSAS CITY, KANSAS

By _____
Randy Frazer, City Manager

CITY ATTORNEY

By _____
Larry R. Schwartz, City Attorney