

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** is between the City of Bel Aire, Kansas, a municipal corporation within the State of Kansas (“Bel Aire”) and Terry Beall (“TB”).

**WHEREAS**, Bel Aire has duly appointed, pursuant to K.S.A. 14-201 et. Seq. and section 5.1.4 of the Bel Aire Municipal Code., Terry Beall as its Municipal Court Judge to perform the duties delineated in K.S.A. 12-4106 & 12-4107 and section 5.1.5 of the Bel Aire Municipal Code; and TB being subject to the Canons of the Kansas Code of Judicial Conduct as adopted by the Kansas Supreme Court; and

**WHEREAS**, the parties desire to memorialize this understanding with TB during the term of appointment;

**THEREFORE**, the parties acknowledge as follows:

1. Services: TB shall preside over City of Bel Aire scheduled Municipal Court Sessions and perform the duties of Municipal Court Judge as defined in K.S.A. 12-4106 & 12-4106 and section 5.5.5 of the Bel Aire Municipal Code.
2. Compensation: The compensation to be paid to TB for his services as Municipal Court Judge for Bel Aire shall be five hundred and seventy five dollars (\$575.00) per court session.
3. Benefits Provided: TB shall not be entitled to benefits provided to full employees of Bel Aire, including, health insurance, retirement, vacation, and sick leave. However, Federal and State income taxes shall be withheld from TB’s compensation and Bel Aire shall pay the employer portion of social security and Medicare taxes attributable to such compensation, as required by IRS regulations. Furthermore, TB shall be a participant in the workers’ compensation program applicable to Bel Aire employees. The parties acknowledge that in carrying out the services as Municipal Court Judge, TB will be acting on behalf of or in service of a governmental entity in an official capacity, as referenced in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

In the event TB is unable to provide the judicial services contained in this Agreement due to an ethical conflict of interest, illness or due to his attendance at a judicial educational conference approved by the City Manager, Bel Aire shall then engage at its cost another individual to substitute for TB during TB’s absence pursuant to K.S.A. 12-4107. TB may schedule paid absences with the City Manager of Bel Aire for a maximum of two (2) court sessions during the term hereof.

Bel Aire agrees to be responsible for and timely pay the yearly dues to the Kansas Municipal Judges Association (KMJA). If TB attends a judicial educational conference, any fees, cost or expenses to be borne by Bel Aire must be approved in advance by the City Manager.

4. Term: The term of this Understanding commences on the date hereof and expires on the City Council’s first meeting in January of 2018 when appointments are made. Subsequently, this Understanding may be renewed and extended annually, in writing after appointment, by the parties hereto.

5. Entirety of the Understanding: All prior understandings have been reduced to writing and are included herein. This Understanding constitutes the entire Memorandum of

Understanding of the parties and may not be amended, altered, or modified, except by written agreement of the parties.

Dated this \_\_\_\_\_ day of May, 2022.

Municipal Court Judge

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Terry Beall

Bel Aire:

City of Bel Aire, Kansas

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Jim Benage, Mayor

ATTEST:

SEAL

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Melissa Krehbiel, City Clerk