

## SERVICE PROVIDER AGREEMENT

This Agreement is entered into as of this 17 day of April, 2012, by and between the CITY OF BEL AIRE, KANSAS ("City"), a municipal corporation, and SHAWN P. LAUTZ, OF LAUTZ LAW, LLC, ("Contractor"), both parties acting through duly authorized officers.

### WITNESSETH:

WHEREAS, City has need for public defender services within the municipal court; and

WHEREAS, Contractor is able to provide public defender services in conformance with the standards for such services as set forth within an RFP/RFQ seeking such service provider, and this Agreement;

NOW, THEREFORE, in consideration of the mutual and additional consideration, promises, performance, covenants, and agreements set forth herein, City and Contractor agree as follows:

1. SERVICE(S). Attorney shall provide professional legal services as a contract provider for eligible and qualified parties designated by the municipal court judge. Services provided shall include consultation, advice, availability and timely appearance for hearings, trial of cases before the court, filing of Notice of Appeal, preparation of motions and briefs as required by the case and any other legal services commonly associated with municipal matters. Representation of parties shall be upon an assigned basis, commencing upon notification and continuing in all subsequent proceedings in the same case, including appellate proceedings, unless relieved by the court or upon transfer of venue.

Attorney shall be available for every City of Bel Aire municipal court docket and at such other times as will allow for the timely handling of all assigned cases. Attorney will be expected to prepare cases for trial, review, stipulation, etc., in a timely manner without additional compensation for out of court time. Attorney and his/her client should be prepared for court to begin at 7:00 p.m. on the 1<sup>st</sup> Wednesday of each month, and at 12:30 p.m. on the 3<sup>rd</sup> Thursday of each month and conclude at the completion of the case.

All representation will be in accordance with the Supreme Court Rules and local court rules. When serving as appointed legal counsel, an attorney shall meet the provisions for continuing legal education and otherwise be guided in the performance of their duties by Supreme Court Administrative Orders. Attorney shall maintain liability insurance pursuant to Supreme Court regulations associated with provision of services to non-municipal clients.

2. STATUS OF CONTRACTOR. City and Contractor agree that Contractor renders professional service(s) under this agreement as an independent contractor and not as an officer, agent or employee of City. City hereby agrees to engage Contractor as an independent contractor and

Contractor hereby agrees to fulfill the conditions enumerated herein, including any appendices attached hereto, as an independent contractor. Contractor expressly understands, acknowledges and agrees that Contractor is not entitled to any of the benefits City provides for its employees. Contractor also expressly understands, acknowledges and agrees that he is solely responsible for reporting all income paid to him pursuant to this Agreement to the IRS, the Kansas Department of Revenue, and any and all other applicable taxing entities, and that City shall report the payment of such income to said entities to the extent required by law.

OUTSIDE PRACTICE OF LAW: This agreement shall not serve to limit attorney's right to practice law in other municipal, state, or federal courts, as long as such outside practice does not conflict with the mandatory time and date of performance within the Bel Aire municipal court. Further, attorney may represent non-appointed clients within the Bel Aire municipal court as long as such representation does not involve or create conflict of interest with appointed clients or when such practice would interfere with the timely handling of legal services provided through this contract.

3. SUBSTITUTION SERVICES: Contractor shall be authorized to select a single attorney to serve as substitute provider of these services when Contractor's attorney staff is physically unable to be present, such as in cases of health emergencies. THE SELECTION OF ANY SUBSTITUTE ATTORNEY MUST BE APPROVED BY THE CITY PRIOR TO SUCH ATTORNEY APPEARING IN THE BEL AIRE MUNICIPAL COURT. Such substitute attorney shall be paid that amount of compensation generally paid to Contractor for the time period served, in lieu of paying Contractor that sum. Such compensation must be billed in writing to the City of Bel Aire payroll clerk, indicating the date(s) of service for which the substitute attorney is to be paid in lieu of payment to Contractor. Contractor is to sign such request for payment submitted by substitute counsel prior to payment being made upon such billing.

4. TERM. The term of this agreement commences upon that date both parties have approved and signed this Agreement and terminates May 1, 2013, subject to prior termination as herein provided. Subsequently, this agreement shall be deemed automatically renewed and extended for sequential one year terms, on the terms and conditions herein provided unless either party hereto gives the other party hereto written notice not to extend and renew at least thirty (30) days prior to the date of termination of Agreement.

5. TERMINATION. This contract may be terminated in whole or in part by either party, for any reason, upon thirty (30) days written notice to the other party, stating the reasons(s) for the termination and the effective date of the termination. This Agreement may be terminated for cause upon written notification stating such cause. Upon termination of this Agreement neither party shall be bound to full or partial performance of any of its obligations hereunder. Whether this Agreement is canceled by City or Contractor, Contractor shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by Contractor.

City reserves the right to immediately terminate this Agreement, in the event Contractor fails to provide services as set forth in Section 1, or provides such manner in an unprofessional manner.



6. COMPENSATION. In consideration for the service(s) described in Paragraph One (1) above, provided by Contractor for residents of the City of Bel Aire, City shall cause payment to be made to Contractor as follows:

- The Public Defender shall receive \$200.00 per trial. The Public Defender shall submit a monthly report identifying the cases actually taken to trial.
- For all other services the Public defender shall be paid an hourly fee of \$80.00.

Contractor agrees that billings and payments under this agreement shall be processed in accordance with established budgeting, purchasing, and accounting procedures of Bel Aire, Kansas. Payments shall be made to Contractor only for service(s) provided as described in Paragraph One (1) of this agreement. City reserves the right to disallow payment if City believes that the service(s) described in Paragraph One (1) above were not actually performed or provided. After approval by the City Finance Department, payments shall be mailed to Contractor's address as follows:

Shawn P. Lautz, Lautz Law, LLC, 2324 E. Douglas, Wichita, KS, 67214

7. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless the City for any liability or loss arising in any way out of the performance of this Agreement, or for the performance of these services in a negligent manner or in a manner not in conformance with this Agreement.

8. LICENSES AND PERMITS. Contractor agrees to maintain all applicable licenses and permits necessary to carry out the duties of this Contract.

9. INSURANCE. Contractor shall provide City with proof of valid liability insurance. Contractor will notify City within ten working days of any change of insurance, or change in status of insurance. If Contractor utilizes employs to perform any such service set forth within, Contractor shall provide proof that all employees are covered by worker's compensation insurance as required by State law.

10. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION. Contractor agrees to comply with the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry, and shall comply with all other provisions of K.S.A. 44-1030 in its performance of this agreement.

11. TRANSFER OR MODIFICATION. This Agreement sets forth the entire Agreement between the parties and supersedes any written or oral understanding, promise, or agreement directly or indirectly related to, which is not referred to and incorporated herein. Neither this agreement nor any rights or obligations hereunder shall be assigned, subcontracted, or otherwise transferred by either party without the prior written consent of the other. Any modifications to this agreement must be set forth in writing and signed by both parties.

12. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.

A. This Agreement shall be construed in accordance with the laws of the State of Kansas. If any provision of this Agreement shall be ruled unlawful by a Court of competent jurisdiction, it shall not affect the remaining provisions of this Agreement.

B. Contractor shall comply with 1) all applicable local, state and federal laws, 2) all regulations, and 3) all applicable service standards, that are now or may in the future become applicable, in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this agreement.

C. No public official who exercises any functions or responsibilities in the review and approval of this Agreement will have any direct or indirect interest in the financial proceeds of this Agreement.

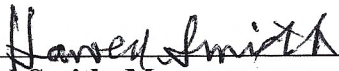
13. CASH BASIS AND BUDGET LAWS. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

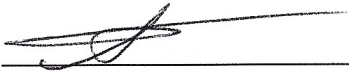
14. AUTHORITY. Each person executing this Agreement represents and warrants that he is duly authorized to do so on behalf of an entity that is a party hereto, and that this Agreement shall be binding upon the parties, their respective heirs, legal representatives, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF BEL AIRE, KANSAS

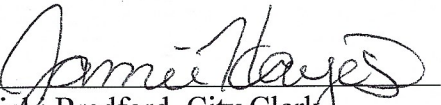
LAUTZ LAW, LLC

  
Harold Smith, Mayor

  
Shawn Lautz, President

ATTEST:

SEAL

  
Vicki Bradford, City Clerk  
Jamie Hayes, Deputy City Clerk