

CONTRACT FOR LEGAL SERVICES

Between

THE CITY OF BEL AIRE, KANSAS

and

JAY C. HINKEL, ATTORNEY AT LAW

This contract is made and entered into this ___ day of _____, 2024, between the City of Bel Aire, KS, a municipal corporation of the State of Kansas, having its principal office at 7651 E. Central Park Avenue, Bel Aire, Kansas ("City"), and Jay C. Hinkel, Attorney at Law, having his principal office at 4800 N. Indian Oak Street, Bel Aire, Kansas ("Attorney").

City is authorized to employ attorneys to assist the City Attorney in her representation of the legal interests of the City, which includes observation, analysis and improvement of current legal functions; and

City would benefit from outside legal counsel to provide objective, independent process and procedure analysis, to prepare reports and recommendations on process improvements, to develop legally compliant processes and procedures and to train staff to apply the processes and procedures adopted; and

Attorney has presented his qualifications for these desired tasks, and they have been found acceptable.

To achieve these process improvement goals, the parties agree:

GENERAL

City will retain Attorney to provide professional services in connection with the above referenced matters. Attorney agrees to personally provide professional services as directed on separate task orders according to agreed project schedules and milestones set out in those task orders. Task orders shall be developed and prioritized by the City Attorney with input from the City Manager. Multiple task orders may be open at the same time.

TERM

Attorney agrees to commence such work after this contract is executed and the first task order is issued. Attorney agrees to perform the task order responsibilities with reasonable diligence if not more specifically scheduled. The parties may modify the task schedules in conjunction with alteration of the task order scope, a change in City's priorities, or factors reasonably affecting Attorney's availability. This contract shall not have a set term but shall be subject to review each year of its performance within a reasonable period after the reappointment of the City Attorney. Continuation of this contract for legal services, if desired by both parties, will be upon mutually agreed terms.

COMPENSATION

City will compensate Attorney for his services at the rate of \$165.00 per hour. Attorney will base the charges for professional services on time spent and actual expenses incurred in performing services on each task order. Attorney will prepare billing statements consistent with the parameters set forth in Cypress Media, Inc. v. City of Overland Park, 268 Kan. 407 (2000) to protect attorney-client privileged information and work product.

The parties do not anticipate that Attorney will incur disbursements or advances for items such as expert witness fees and expenses, consultants' fees and expenses, reproduction of documents, shipping and postage, or similar costs on behalf of the City. If such do occur, City will reimburse Attorney for all such costs upon presentation.

Attorney will submit statements for fees and any itemized expenses on a monthly basis and city will pay such statements within thirty days after receipt.

ASSIGNMENT

Attorney may not assign or transfer this contract without the written approval of the City Attorney and City Manager .

LIMITATIONS ON AUTHORITY

City engages Attorney to provide independent recommendations to the City Attorney. Unless expressly directed in a task order, Attorney will have no contact with the City Council except through the City Attorney. This contract does not authorize Attorney to sign any document in the name of the City Attorney; it does not authorize Attorney to take any action on behalf of the City Attorney unless directed to do so in a Task Order.

SCOPE OF SERVICES TO BE PROVIDED

During the performance of the contract, Attorney will be prepared to provide and will perform a broad range of professional services related to procurement, personnel management, property development, ordinance creation, governance actions, etc. The professional services performed by the Attorney will be under the direction and management of the City Attorney. To the extent that Attorney's recommendations are accepted, the implementation of those services will be done in association with the City Attorney. The professional services include, but are not limited to, the following:

- a. Conducting research, general investigation, drafting of reports and recommendations;
- b. Rendering legal and operational advice, guidance, and assistance;
- c. Consulting with the City Attorney and City staff and conducting training exercises;
- d. Being available at reasonably agreed times to provide the services described above in a timely manner, to include City Council meetings when appropriate.
- e. Avoiding representation of other clients which cause or will result in conflicts of interest for Attorney except as otherwise provided in this contract;

CITY IS THE CLIENT

Attorney represents that in providing professional services under this contract that he represent solely and only the City's interests and not individual City staff members or elected officials.

PROFESSIONAL LIABILITY INSURANCE

Attorney will maintain a policy providing professional liability insurance coverage. He shall provide the City Attorney with a Certificate of Insurance describing that coverage and its subsequent renewals upon written request.

CITY'S CONTRACTUAL TERMS AND CONDITIONS

Attorney agrees to the terms and conditions as set forth in Exhibit "A" which is attached to and made part of this contract.

TERMINATION OF CONTRACT

Either party may terminate this contract for convenience at any time, upon ninety (90) days written notice, provided that in such case Attorney will be paid the reasonable value of the services rendered up to the time of termination.

CONFLICTS

In the event a potential or actual conflict of interest issue arises between the City and any of the Attorney's other potential clients, Attorney shall notify the City Attorney in writing and seek a waiver of the conflict of interest.

IN WITNESS WHEREOF, this contract has been executed the day and year first above written.

City of Bel Aire, Kansas

Jay C. Hinkel, Attorney at Law

Jim Benage, Mayor

Jay C. Hinkel