

AMENDED AGREEMENT FOR ATTORNEY SERVICES

1. IDENTIFICATION OF PARTIES:

This agreement is made between KECK & PHILLIPS, LLC, (ATTORNEY) and CITY OF REPUBLIC, MISSOURI. (CITY).

2. LEGAL SERVICES TO BE PROVIDED:

ATTORNEY, through licensed attorneys, will provide such general counsel and additional legal services as directed by CITY, including as directed by the CITY as acting through its City Administrator, City Attorney, or Department Heads, until termination of this Agreement by either Party.

3. RESPONSIBILITIES OF ATTORNEY AND CITY:

ATTORNEY will provide the legal services called for under this Agreement, keep CITY informed of progress and developments, and respond promptly to CITY inquiries and communications. CITY will keep ATTORNEY reasonably informed of developments, and respond promptly to ATTORNEY inquiries and communications, and make timely payment as required by this Agreement.

4. ATTORNEY'S FEES:

CITY will pay ATTORNEY for the legal services provided under this Agreement:

- The hourly rate is increased from \$150.00 to \$200.00 per hour plus costs and expenses;
 - Said rate will be calculated in tenth of an hour increments;

ATTORNEY will charge for all activities undertaken in providing legal services to CITY under this Agreement including but not limited to preparation and review of correspondence and legal documents (review and preparation); legal research; and electronic mail; and telephone conversations.

INVOICES TO BE SENT TO:

City of Republic, Missouri
Attn: City Administrator
213 North Main Ave
Republic, Missouri 65738

5. COSTS:

To the extent costs associated with representation (such as, but not limited, filing fees, transcripts, and the like) are not paid directly by CITY, costs may be advanced by ATTORNEY and then billed to CITY.

6. DISCHARGE:

Either Party may terminate the legal services provisions of this Agreement at any time by written notice effective when received by the other Party. In the event of discharge by the

CITY, ATTORNEY will provide no further services and advance no further costs on CITY'S behalf after receipt of the notice. Notwithstanding the discharge, CITY will be obligated to pay ATTORNEY'S fee and to reimburse ATTORNEY for costs advanced. time.

7. **DISCLAIMER OF GUARANTY:**

Although ATTORNEY may offer an opinion about possible results regarding the subject matter of this Agreement, ATTORNEY cannot guaranty any particular result. CITY acknowledges that ATTORNEY has made no promises about the outcome and that any opinion offered by ATTORNEY in the future will not constitute a guarantee.

8. **ENTIRE AGREEMENT:**

This Agreement contains the entire Agreement of the parties. No other Agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.

9. **SEVERABILITY:**

A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.

10. **MODIFICATION BY SUBSEQUENT AGREEMENT:**

This Agreement may only be modified by subsequent agreement of the parties in writing.

11. **PUBLIC ENTITY/OFFICER DEFENSES:**

In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of CITY's defenses, including those of any elected or appointed officer, employee, or agent of CITY, with regard to sovereign immunity, governmental immunity, or individual or official immunity under federal or state constitutions, statutes, and/or laws.

12. **JURISDICTION/VENUE:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any disputes or litigation that may arise out of this Agreement shall be litigated in the Circuit Court of Greene County, Missouri or the United States District Court in the Western District of Missouri, at the Southern Division. The Parties agree to submit themselves to the jurisdiction of such court and waive any defenses they may have to lack of jurisdiction over the person or subject matter. The Parties do hereby further consent and stipulate venue shall be proper in Greene County, Missouri in any such actions.

13. **EXECUTION:**

The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the

Electronic Signatures in Global and National Commerce Act (" ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment. This Agreement shall be effective between the Parties hereto upon the signing of the last signature affixed to this document.

14. CONTINGENT ON FUNDS/NOT TO EXCEED:

This Agreement is contingent upon the CITY having sufficient funds available for the subject of this Agreement. ATTORNEY shall have no right of action against CITY in the event CITY is unable to perform its obligations under this Agreement as a result of insufficient funds. The maximum amount of expenditure per annum that may be incurred under the terms and conditions of this Agreement is increased from \$60,000.00 to \$80,000.00.

CITY OF REPUBLIC, (CITY)
MISSOURI
Matthew Russell, Mayor

Date

Attest: Laura Burbridge, City Clerk

KECK & PHILLIPS, LLC (ATTORNEY)
By: Damon S. Phillips

Date