

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 Damon Phillips and licensed attorneys, will perform the duties of the City Attorney and provide such general counsel and additional legal services as directed by CITY until such time as CITY determines to retain other counsel or on 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:

- \$150.00 per hour plus costs and expenses;
 - Said rate will be calculated in tenth of an hour increments;
- Said total is not to exceed \$60,000.

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. 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.

7. 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.

8. 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.

9. MODIFICATION BY SUBSEQUENT AGREEMENT:

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

10. 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.

11. CONTINGENT ON FUNDS:

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.

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

Date

Attest: Laura Burbridge, City Clerk

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

Date