

RESOLUTION NO. 072715-3

**A RESOLUTION APPROVING AN AGREEMENT FOR INTERIM LEGAL SERVICES WITH CLARK, MIZE, AND LINVILLE, CHARTERED**

WHEREAS, the City of Abilene desires to enter into an agreement with Clark, Mize, and Linville, Chartered, as attached hereto as **Exhibit A**, for interim legal services for the City of Abilene, Kansas.

NOW, THEREFORE BE IT RESOLVED, by the City Commission of the City of Abilene, as follows:

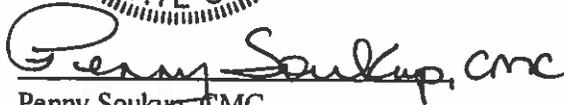
**SECTION ONE. Agreement.** That an Agreement for Interim Legal Services with Clark, Mize, and Linville, Chartered is hereby adopted as attached hereto as **Exhibit A**.

**SECTION TWO. Implementation.** The Mayor is hereby authorized to execute the aforementioned Agreement, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

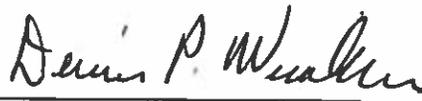
**SECTION THREE. Effective Date.** That the effects of this Resolution shall be in full force after its approval by the City Commission.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 27<sup>th</sup> day of July, 2015.



  
Penny Soukup, CMC  
City Clerk

CITY OF ABILENE, KANSAS

By:   
Dennis P. Weishaar, Mayor

**EXHIBIT A**

**Agreement for Interim Legal Services**

**with**

**Clark, Mize, and Linville, Chartered**

**July 27, 2015**

## AGREEMENT FOR INTERIM LEGAL SERVICES

This Agreement is entered into this 27<sup>th</sup> day of July, 2015, by and between the CITY OF ABILENE, KANSAS (the "City") and CLARK, MIZE & LINVILLE, CHARTERED, Salina, Kansas ("CM&L").

### Recitals

A. CM&L employs a number of attorneys who perform legal work relating to public entities as participants in the firm's Public Law Section.

B. The City desires to contract with CM&L for interim legal and related support services until such time as the City has formally filled the position of City Attorney.

THE PARTIES therefore agree as follows:

(1) Legal Services. CM&L agrees to perform legal services as assigned by the City through lawyers or legal assistants of the firm as designated by the lead attorney, Aaron O. Martin. CM&L shall be compensated for legal services performed on the basis of an hourly rate for the time required in completing the assigned legal work. The hourly rate for work performed by a licensed attorney shall be \$175 per hour. The hourly rate for legal assistant work performed by CM&L staff legal assistants shall be \$75 per hour. The City shall also reimburse CM&L for any out-of-pocket expenses incurred in the performance of the assigned legal work, including items such as overnight delivery charges, mileage, and extraordinary copying projects. CM&L will provide the City with a statement identifying the lawyer or legal assistant who performed the assigned legal work, describing the work performed, reporting the time required to the 1/10<sup>th</sup> of an hour, and itemizing any out-of-pocket expenses to be reimbursed.

(2) Support Services. In conjunction with the performance of legal work for the City, CM&L agrees to provide legal support staff, office space, computer equipment, and law library. CM&L also agrees that its library and conference room shall be available for City use when needed.

(3) Term. This Agreement shall commence July 27, 2015, and shall remain in effect thereafter until such time as either party gives the other party ten (10) days written notice of its intention to terminate the professional relationship.

(4) Relationship. It is expressly understood that CM&L, in performing services under this Agreement, does so as an independent contractor. The City shall neither have nor exercise any control or direction over the methods by which CM&L performs its services hereunder. The sole interest and responsibility of the City is to see that the services covered by this Agreement are performed and rendered in a competent, efficient, and satisfactory manner. CM&L shall be exclusively responsible for all taxes, withholding payments, employment-based benefits, deferred compensation plans, including but not limited to its workers compensation and social security obligations, licensing fees, and the filing of all necessary documents, forms, or returns pertinent to the foregoing.

(5) No Delegation of the City's Sovereign Authority. It is expressly understood that by entering into this Agreement, the City is not delegating any portion of its sovereign powers to any attorney in the employment of CM&L.

(6) Non-assignable. This Agreement shall not be assignable, in whole or in part, by CM&L.

EXECUTED the day and year first above written.



ATTEST:

Penny Soukup  
Penny Soukup, City Clerk

CITY OF ABILENE, KANSAS

Dennis P. Weishaar  
Dennis P. Weishaar  
Mayor

CLARK, MIZE & LINVILLE, CHARTERED

Peter L. Peterson  
Peter L. Peterson, Treasurer