



EL DORADO CITY COMMISSION - REGULAR MEETING AGENDA
CITY HALL – 220 E. FIRST AVENUE
March 3, 2025 - 5:30 PM

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation** - Pastor David Crook, First Southern Baptist Church.
- 4. Pledge of Allegiance** - Grandview Kindergarten

Proclamations and Recognition

- 5. Severe Weather Awareness Week Proclamation**

Personal Appearances. Personal appearances are opportunities for organizations or citizens to make special presentations before the City Commission. Such appearances are scheduled in advance of the meeting by calling City Clerk Emerald Ashlock at (316) 321-9100 by 5:00 pm the Tuesday preceding the meeting. Presentations are limited to ten minutes. Any presentation is for information purposes only; no action will be taken.

- 6. Opioid Task Force Presentation**

Public Comments. Persons who wish to address the City Commission regarding any matter that is under the jurisdiction of the City Commission may do so when called upon by the Mayor. Comments on personnel matters, matters pending in court, and land use matters are not permitted. Land use Public Hearings are held during Planning Commission meetings.

Consent Agenda (*Consent agenda items will be acted on by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.*)

- 7. City Commission Work Session Minutes from February 12, 2025.**

Old Business

- 8. None.**

New Business

- 9. Consideration of a motion to approve a Professional Services Agreement with Cami Baker to serve as the Municipal Judge for the City of El Dorado, Kansas**
- 10. Consideration of a motion to approve a Professional Services Agreement with Rob Lane to serve as the Municipal Prosecutor for the City of El Dorado, Kansas**

Discussion Items

- 11. None.**

Reports

- 12. City Commission and Advisory Board Updates
- 13. City Manager

Executive Session

- 14. Commissioner _____ moved to recess into executive session pursuant to the non-elected personnel exception under K.S.A. 75-4319(b)(1) for the purposes of discussing the City Manager's annual evaluation and to reconvene the meeting at _____ p.m. in the City Commission Room.

Commissioner _____ seconded the motion.

Adjournment

- 15. Consideration of a motion to adjourn

EL DORADO
K A N S A S

PROCLAMATION

THE CITY OF EL DORADO, KANSAS

WHEREAS, The severe weather and tornado season in Kansas has always been known as a potentially dangerous time, historically producing property damage, injuries, and even loss of life; and

WHEREAS, Since 1990, the National Weather Service has issued over 1,000 Severe Thunderstorm Warnings and more than 90 Tornado Warnings for Butler County. These included the storms that produced the deadly 1991 F-5 tornado and the destructive 2022 EF-3 tornado that impacted the City of Andover and rural Butler County.

WHEREAS, Everyone is potentially at risk during severe weather and tornado season, which reaches its peak in Kansas between March and June; and

WHEREAS, The National Weather Service, in conjunction with the State of Kansas and local jurisdictions, will be conducting a statewide tornado drill on Wednesday, March 5th at 10:00 a.m.; and

WHEREAS, The purpose of Severe Weather Preparedness Week is to heighten the public’s understanding of the dangers associated with severe weather and tornadoes,

NOW, THEREFORE, be it resolved that I, Mayor Bill Young, proclaim the week of March 3rd through March 7th, 2024 in the City of El Dorado, Kansas as

SEVERE WEATHER PREPAREDNESS WEEK

IN WITNESS THEREOF, I have hereto set my hand and caused the Official Seal of the City of El Dorado, Kansas to be affixed on the 3rd day of March 2025.

Mayor Bill Young

Seal

Emerald Ashlock, City Clerk

El Dorado Community Coalition

EL DORADO
K A N S A S

www.eldoks.com

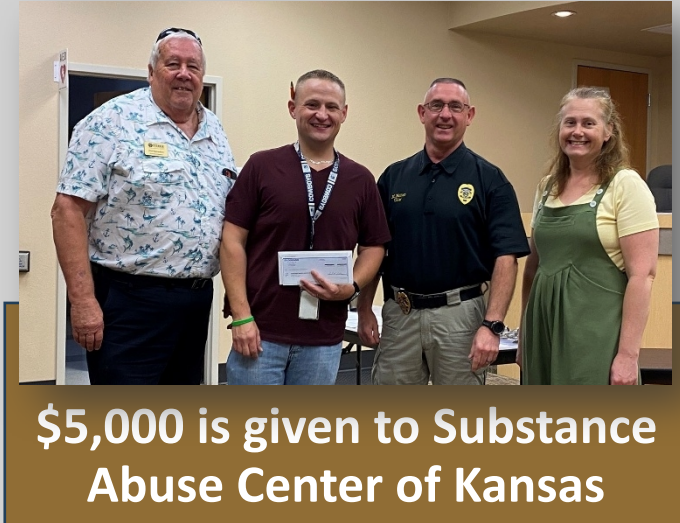
Task Force Beginnings

- The Opioid Task Force was created in July 2022
- The Task Force started with 15-20 members and currently has 48 members
- In 2022, they started receiving settlement funds through the Kansas Fights Addiction Fund



Task Force Funding and Purchases

- The Task Force has received a total of \$79,000.
- Just over \$28,000 of the funds have been used to purchase:
 - Naloxone vouchers
 - T-shirts with One Pill Can Kill logo and a QR code on the back taking you to a list of resources available for those suffering from addiction
 - Stress balls, cups, and handbags – distributed at Town Hall meetings, high school football games around the county and a Wichita thunder hockey game



Educating the Public

- Through Town Hall meetings, DCCCA provides awareness, education and training to community members.
- Three Town Hall meetings have been held, with the latest one focused on Butler Community College students



Tony Hawk talks to students about the dangers of drugs.

- The Task Force brought in guest speaker Tony Hoffman to speak with elementary through high school students.

Looking to the Future

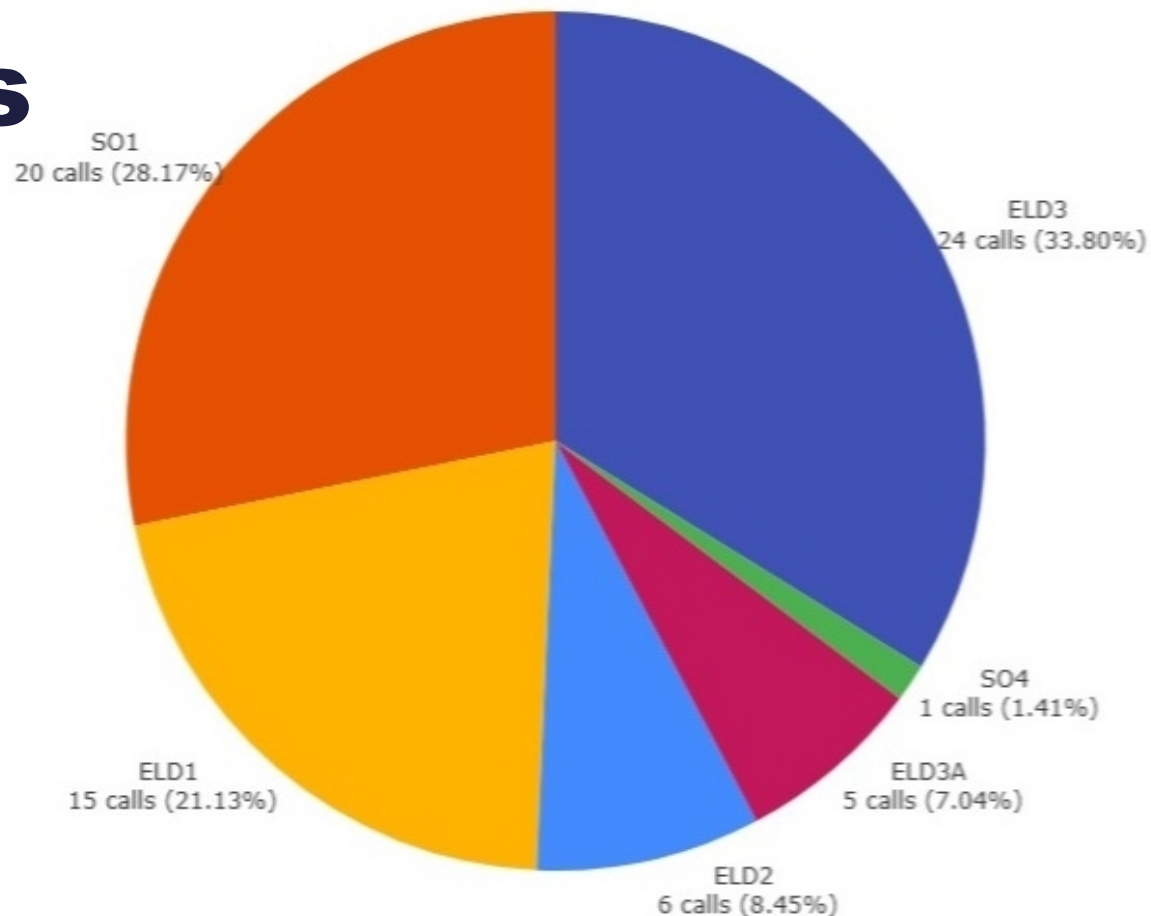
- The Task Force recently changed its name to El Dorado Community Coalition to broaden its scope in the future.
- In April 2025, members of the Coalition have been invited to Kansas Municipalities Fight Addiction Regional Summit to participate on the panel to share how we are using settlement funds and the success we've had in our community.



Overdose Calls

71 calls

Beat

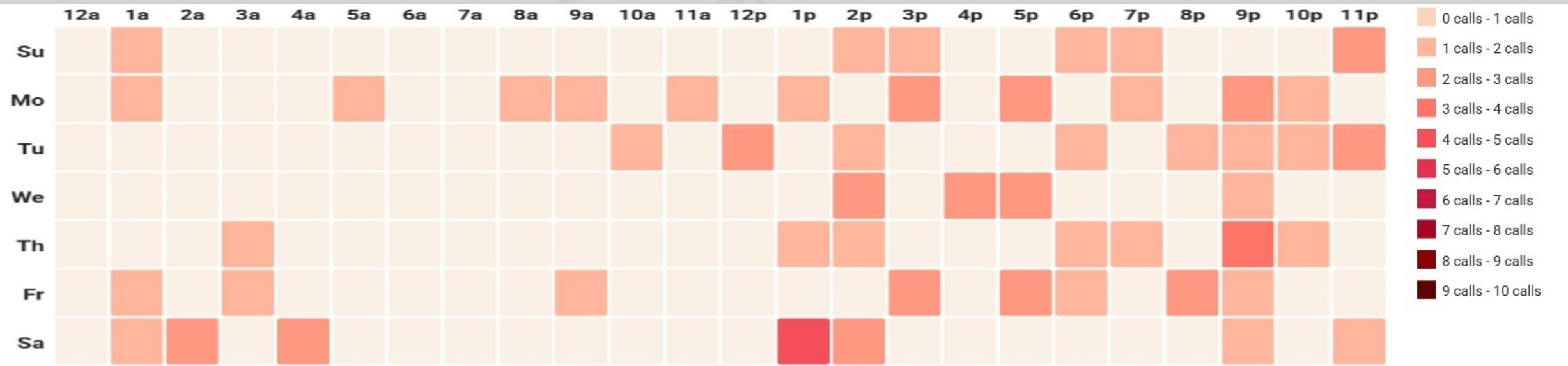


Showing calls for service within the specified time range from all agencies.

Calls by Beat for Jan 1, 2023 - Dec 31, 2024. Data last updated February 24, 2025 at 5:30 AM. This visualization contains the following filters. Address is not: 121 S GORDY ST EL DORADO KS 67042. Call Type is: 23B Overdose, 23C Overdose, 23D Code Blue Overdose, 23D Overdose, 23D Unconscious Overdose, 23E Code Blue Overdose. Zip is: 67042.

Overdose Calls

71 calls



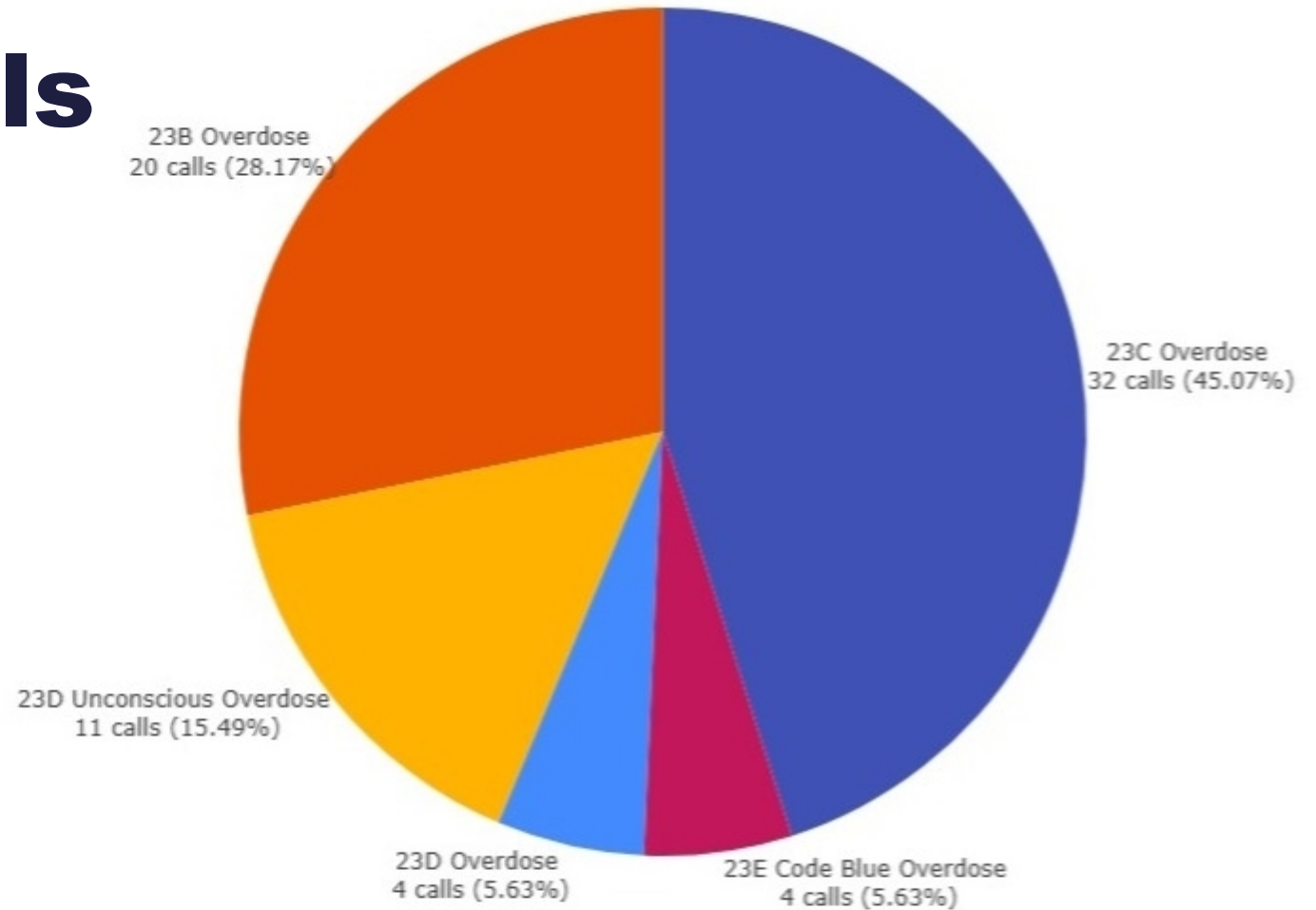
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Overdose Calls

71 calls

Call Type

- 23C Overdose
- 23B Overdose
- 23D Unconscious Overdose
- 23D Overdose
- 23E Code Blue Overdose



Showing calls for service within the specified time range from all agencies.

Calls by Call Type for Jan 1, 2023 - Dec 31, 2024. Data last updated February 24, 2025 at 5:30 AM. This visualization contains the following filters. Address is not: 121 S GORDY ST EL DORADO KS 67042. Call Type is: 23B Overdose, 23C Overdose, 23D Code Blue Overdose, 23D Overdose, 23D Unconscious Overdose, 23E Code Blue Overdose. Zip is: 67042.

Questions?



The El Dorado City Commission met in a work session on February 12, 2025, at 5:00 p.m. in the Commission Room with the following present: Mayor Bill Young, Commissioner Kelly Tetrick, Commissioner Syndee Scribner, Commissioner Leon Leachman, Commissioner Kendra Wilkinson, and City Manager David Dillner. Absent:

VISITORS

Tabitha Sharp	Assistant City Manager	El Dorado, KS
Sam Cooper	Management Intern	El Dorado, KS
Mike Holton	El Dorado Police Department	El Dorado, KS
Emily Connell	El Dorado Main Street	El Dorado, KS
Brad Meyer	Director of Public Works	El Dorado, KS
Scott Rickard	Director of Engineering	El Dorado, KS
Kevin Wishart	Parks and Recreation Director	El Dorado, KS

CALL TO ORDER

Mayor Leon Leachman called the February 12, 2025, meeting to order.

WORK SESSION DISCUSSION ITEMS

DOWNTOWN REJUVENATION PLAN

Assistant City Manager Tabitha Sharp gave an overview of the Discover Downtown Plan and City Staff will be moving forward with the plan on March 6th.

ANIMAL CONTROL ORDINANCE REVIEW

Management Intern Sam Cooper gave an overview of the current animal control ordinance and also reviewed the suggested changes.

EXECUTIVE SESSION

Commissioner Syndee Scribner moved to recess into executive session pursuant to the non-elected personnel exception under K.S.A. 75-4319(b)(1) for the purposes of discussing non-elected personnel and succession plans and to reconvene the meeting at 6:15 p.m. in the City Commission Room.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5-0.

Commissioner Leon Leachman moved to extend the executive session for an additional 30 minutes.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 3-0. (Commissioner Tetrick and Commissioner Scribner stayed in the Conference room)

REGULAR AGENDA PREVIEW

The City Commission reviewed the upcoming agenda for February 3, 2025.

COMMISSION REPORTS

There were no reports.

CITY MANAGER REPORTS

There were no reports

ADJOURNMENT

Commissioner Leon Leachman moved to adjourn the meeting at 6:45 PM.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

City Clerk Emerald Ashlock

Mayor Bil Young

TO: City Commission
FROM:
SUBJ: Consideration of a motion to approve a Professional Services Agreement with Cami Baker to serve as the Municipal Judge for the City of El Dorado, Kansas
DATE: March 3, 2025

Summary:

Currently, local nuisance, code enforcement, and animal cases are processed separately from other municipal court dockets, leading to inefficiencies in case resolution and inconsistent enforcement of city ordinances. The existing Municipal Judge Services Agreement outlines judicial responsibilities, including the administration of various local ordinance violations. The agreement also establishes a designated docket for locally administered ordinances, such as code enforcement and animal control, scheduled for the first Tuesday of each month at 1:30 pm. However, a formalized provision for an local ordinances docket is not explicitly outlined within the agreement.

Attachments:

1. 2025 Municipal Judge Agreement

Funding Source:

The revised Municipal Judge Contract will cost \$55,200 per year and is paid from General Fund revenues. The revised contract will see an increase to compensate the judge for the additional hours allocated to the new local ordinances docket.

Operation Impact:

Adding a local ordinances docket will streamline case handling, reduce delays, and ensure consistent enforcement of local ordinances and animal-related violations. Minimal administrative adjustments will be needed for scheduling and case management. Staff training and public awareness efforts will ensure a smooth transition. The local ordinance docket will include cases for code enforcement, nuisances, and animal control.

Options/Alternatives:

NA

Staff Recommendation:

The City Manager recommends approving the proposed professional services agreement with Cami Baker to serve as Municipal Judge and to include a docket specifically for local ordinances. This approach ensures clarity, accountability, and efficiency in handling local ordinance violations.

Commission Action:

Commissioner _____ moved to approve a Professional Services Agreement with Cami Baker to serve as the Municipal Judge for the City of El Dorado, Kansas.

Commissioner _____ seconded the motion.

MUNICIPAL JUDGE SERVICES AGREEMENT

This **MUNICIPAL JUDGE SERVICES AGREEMENT** ("Agreement") is entered into by and between the **City of El Dorado, Kansas ("City")** and **Cami R. Baker ("Municipal Judge")** and is effective as of the _____ day of _____ 2025 ("Effective Date"). City and Municipal Judge are referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, the Municipal Judge currently serves as the Municipal Judge for the City of El Dorado, Kansas, and the Parties wish to formalize the terms of this appointment.

NOW, THEREFORE, the Parties mutually agree as follows:

1. MUNICIPAL JUDGE SERVICES.

- a. **Municipal Judge.** The Municipal Judge will provide Municipal Judge Services for the El Dorado, Kansas Municipal Court pursuant to this Agreement, as of the Effective Date of the Agreement. For purposes of this Agreement, Cami R. Baker shall be designated as the Municipal Judge.
- b. **Independent Contractor.** The Parties acknowledge that the Municipal Judge serves as an independent contractor and not as an employee of the City and is therefore not subject to Worker's Compensation, health insurance, KPERS, or other similar benefits typically afforded to employees of the City.
- c. **Training and Education.** Any Municipal Judge developmental or judicial educational seminars, continuing legal education (CLE), or other trainings attended by Municipal Judge shall be at Municipal Judge's own expense unless otherwise approved by the City Manager in advance of such seminar, educational event, or training.
- d. **Absence.** The Municipal Judge may be substituted with a judge pro tem, as needed, to ensure the provision of Municipal Judge Services as defined herein at such times when the Municipal Judge is unable to serve. The selection of a pro tem judge shall be solely at the discretion of the Municipal Judge and shall be provided at the Municipal Judge's expense.
- e. **City Direction.** The contemplated services described in this Agreement are to be provided in conjunction with efforts of designated officials and staff of the City to achieve the goals of the City as determined by its City Commission and its City Manager.
- f. **Compliance.** The Municipal Judge shall administer the Municipal Court in compliance with Articles 41 through 46 of the Kansas Statutes Annotated (K.S.A.).

g. **Municipal Judge Services.** Per § 2.32.030 of the Municipal Code of the City of El Dorado, the services rendered by the Municipal Judge shall encompass the following:

- i. The Municipal Judge shall have the power to administer the oaths and enforce due obedience to all orders, rules, and judgments made, and may fine, imprison, or require community service for contempt committed in court or for failure to obey process issued by the Municipal Judge, in the same manner and to the same extent as the District Court.
- ii. The Municipal Judge shall have the power to hear and determine all cases properly brought before the Municipal Court, to grant continuances, to sentence those found guilty to a fine or confinement in jail, or both, to commit accused persons to jail in default of bond, to determine applications for parole, to release on probation, to grant time in which a fine may be paid, to correct a sentence, to suspend imposition of a sentence, to set aside a judgment, to permit time for post-trial motions, and to discharge accused persons.

iii. **Docketing.** The Municipal Judge shall maintain a docket that shall enter every cause commenced before the Municipal Court. Said docket shall contain the names of the accused persons and complainant, the nature or character of the offense, the date of trial, the names of all witnesses sworn and examined, the finding of the Court, the judgment and sentence, the date of payment, the date of issuing commitment, if any, and every other fact necessary to show the full proceedings in each case.

1. The standard docket shall be set for each Monday at 1:00 pm.

2. A docket for trials shall be set for the last Wednesday of each month at 10:00 am.

3. A docket for locally administered ordinances, such code enforcement and animal control, shall be set for the first Tuesday of each month at 1:30 pm.

h. **Standards.** The Municipal Judge is committed to performing their legal duties to the best of their abilities and in accordance with the highest standards of the legal profession, both as to the standards of law practice and the ethics and rules of Municipal Judge conduct.

2. **COMPENSATION FOR MUNICIPAL JUDGE SERVICES.**

a. Compensation shall be as set forth in this Agreement, payable to the Municipal Judge. No additional compensation shall be due to the Municipal Judge by virtue of the appointment made pursuant to this Agreement.

- b. The Municipal Judge will receive compensation for Municipal Judge services defined by this Agreement at the monthly rate of **\$4,600 per month**, to be billed at the end of each calendar month for work that has been performed the prior month and shall be paid by the City within thirty days of receipt of the bill.

3. CONTRACT ADMINISTRATION.

- a. For ease and convenience of administration, the City Commission hereby designates its City Manager to provide direction and oversight to the Municipal Judge in the administration of its duties assigned to the Municipal Judge as provided herein, and all other matters necessary to administer this Agreement on behalf of the City.
- b. Within this direction, the Municipal Judge shall exercise discretion to adjudicate Municipal Court cases within the parameters of applicable state law and municipal codes and regulations. City officials will not interfere in the adjudication of Municipal Court cases.

4. TERM AND TERMINATION

- a. This Agreement shall be for a term of one year from the Effective Date of the Agreement. Thereafter, the Lease shall automatically renew for successive one-year terms unless terminated as provided in Section 4(b), below.
- b. This Agreement may be terminated with or without cause by the City upon ninety (90) days written notice. In the event of termination, the Municipal Judge shall assume responsibility for completion of and shall be compensated for all services rendered up to and including the date of termination. Provided however, the City Commission may terminate this Agreement for breach by the Municipal Judge with such notice as may be reasonable under the circumstances. In the event of termination, with or without cause, the Municipal Judge shall be compensated in accordance herewith for approved time and expenses expended prior and up to the date of termination.

5. GENERAL.

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. In the event of any dispute arising out of or relating to this Agreement, the Parties agree to waive trial by jury and agree that venue shall lie in Butler County, Kansas.
- b. This Agreement may be amended only by mutual written agreement agreed upon and signed by both Parties.
- c. This Agreement restates, supersedes, and replaces all prior agreements between the Parties concerning the provision of legal services in the manner and under the terms described in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Municipal Judge Agreement as of the date first written above.

CITY OF EL DORADO, KANSAS

David B. Dillner
City Manager

Cami R. Baker
Municipal Judge

Attest:

Emerald Ashlock
City Clerk

Approved as to Form:

Ashlyn Lindskog
City Attorney

TO: City Commission
FROM:
SUBJ: Consideration of a motion to approve a Professional Services Agreement with Rob Lane to serve as the Municipal Prosecutor for the City of El Dorado, Kansas
DATE: March 3, 2025

Summary:

Currently, local nuisance, code enforcement, and animal cases are processed separately from other municipal court dockets, leading to inefficiencies in case resolution and inconsistent enforcement of city ordinances. The existing Municipal Judge Services Agreement outlines judicial responsibilities, including the administration of various local ordinance violations. The agreement also establishes a designated docket for locally administered ordinances, such as code enforcement and animal control, scheduled for the first Tuesday of each month at 1:30 pm. However, a formalized provision for an local ordinances docket is not explicitly outlined within the agreement.

Attachments:

1. 2025 Prosecutor Contract

Funding Source:

The revised Municipal Prosecutor Contract will cost \$55,200 per year and is paid from General Fund revenues. The revised contract will see an increase to compensate the prosecutor for the additional hours allocated to the new local ordinances docket.

Operation Impact:

Adding a local ordinances docket will streamline case handling, reduce delays, and ensure consistent enforcement of local ordinances and animal-related violations. Minimal administrative adjustments will be needed for scheduling and case management. Staff training and public awareness efforts will ensure a smooth transition. The local ordinance docket will include cases for code enforcement, nuisances, and animal control.

Options/Alternatives:

NA

Staff Recommendation:

The City Manager recommends approving the proposed professional services agreement with Rob Lane to serve as Municipal Prosecutor and to include a docket specifically for local ordinances. This approach ensures clarity, accountability, and efficiency in handling local ordinance violations.

Commission Action:

Commissioner _____ moved to approve a Professional Services Agreement with Rob Lane to serve as the Municipal Prosecutor for the City of El Dorado, Kansas.

Commissioner _____ seconded the motion.

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is entered into by and between the City of El Dorado (the "City") and Davis Manley Lane, LLC ("Firm") and is effective as of the 3rd day of March 2025.

WHEREAS, the City and Firm desire to engage in a stable and flexible contractual relationship whereby the City can recognize pricing efficiencies for legal services and the Firm is available to provide service as City Prosecutor, in a thoughtful and cost-effective manner; and

WHEREAS, the City and Firm desire to respectively receive and provide legal services specifically described herein pursuant to this Agreement;

WHEREAS, the City and Firm specifically acknowledge that this Agreement is not an employment agreement and does not establish a relationship of employer and employee between Firm and City, but defines a relationship between the parties wherein the Firm, its officers and employees are in fact independent contractors of the City and remain solely the employees of the Firm; and

WHEREAS, Firm reserves its independence to act within the limits imposed by law and professional obligations such that the City's policy objectives during the representation will be furthered through means the Firm considers appropriate under its professional obligations after consultation with City and as may otherwise be required by the rules regulating the Kansas Bar, including section 1.2 of the Kansas Rules of Professional Conduct;

NOW, THEREFORE, it is agreed as follows:

1. CITY PROSECUTOR SERVICES.

- a. The Firm will provide legal services as City Prosecutor in El Dorado Municipal Court as of and beginning February 1, 2025. For purposes of this Agreement Robert Lane of Davis Manley Lane, LLC shall serve as City Prosecutor ("Designated Lawyer"). The Firm may substitute another attorney from the Firm for the Designated Attorney to fill in during absences. The City will not require notification when an alternate attorney is used.
- b. The contemplated services described in this Agreement are to be provided in conjunction with efforts of designated officials and staff of the City to achieve the goals of the City as determined by its Commission and its City Manager. The Agreement contemplates that the work will be assigned to the City Prosecutor by the City Manager. Such legal services, as enumerated below, are to be provided as Prosecutorial Services on a monthly retainer basis.
- c. Prosecutorial Services encompass the following:
 - i. Prosecute municipal code violations, including code enforcement and traffic violations cases in Municipal Court, including appeals to the District Court;
 - ii. Attend Municipal Court every Monday beginning at 1:00 pm;
 - iii. Prosecute code enforcement and other locally administered ordinances during a docket scheduled for 1:30 pm on the first Tuesday on each month;
 - iv. Provide diversion and trial dates on at least two Wednesdays per month;
 - v. Oversee the administration of the City's diversion program;
 - vi. Provide administration and periodic oversight and review of all prosecutorial work as requested;
 - vii. Review and sign citations and complaints as required;
 - viii. Review police incident reports for charging determinations;

- ix. Communicate with the Police Department to make filing decisions on criminal cases and to advise on the conduct of investigations, seizures, trial preparation and related matters;
 - x. Provide regular update training to police personnel on matters pertaining to changes in criminal law and the conduct of business in the Municipal Court;
 - xi. Meet with the Police Department and its officers, pro se defendants, and opposing counsels; interview witnesses and victims of crimes; review criminal misdemeanor and gross misdemeanor cases and municipal code violations; represent the City at arraignment, in-custody hearings, motion calendars, pretrial hearings, and bench trials, probation violation hearings, and appeals;
 - xii. Make appropriate sentencing decisions and recommendations to the Court;
 - xiii. Prepare legal memorandums and other documents for court cases as applicable;
 - xiv. Represent and advise the City with Victim Advocacy interests;
 - xv. The City of El Dorado may hold Court sessions at various times throughout the week to accommodate legal requirements and Court needs; and
 - xvi. The Prosecuting Attorney shall be reasonably available for night and weekend (24/7) contact by police personnel and shall be available to meet with City of El Dorado Police Department officers at reasonable times; and
 - xvii. Cooperate and coordinate with the City Manager and designated City staff.
- d. The Firm is committed to performing its legal duties to the best of its abilities and in accordance with the highest standards of the legal profession, both as to standards of law practice and the ethics and rules of professional conduct.

2. COMPENSATION FOR PROFESSIONAL SERVICES.

- a. Compensation shall be as set forth in this Agreement, payable to the Firm. No additional compensation shall be due to the Firm by virtue of its appointment made pursuant to this Agreement.
- b. Firm will be compensated for City Prosecutor Services at the monthly retainer rate of \$4,600 per month, to be billed at the first of each calendar month for work that has been performed and shall be paid by the City within thirty days of receipt of the bill.
- c. The Firm shall receive compensation of \$200 per hour for any work required for cases appealed to the Court of Appeals.
- d. If additional work beyond the scope of this Agreement is requested, the Firm shall notify the City Manager that the proposed work exceeds the scope of representation outlined herein, and such services shall be offered at the rate of \$100 per hour.

3. DISCLOSURE.

- a. The City recognizes that the Firm represents other clients, including but not limited to Child in Need of Care cases, Criminal Law cases, and other matters. The Firm, as City Prosecutor, will not represent any client, including but not limited to a municipality, county, local or state government agency or other person or entity in matters which the Firm determines to be directly adverse to the City.
- b. The rules regulating the Kansas Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. It is also possible that during the course of the Firm's

representation of the City's interests the City may become involved in transactions or disputes with other clients of the Firm in which the City's interests are or become adverse to the interests of one or more of the Firm's other clients, whether present or future. If such a conflict between the City interests and those of another Firm's clients, the Firm will promptly notify the City of that circumstance.

- c. The Firm reserves the right, on account of any such conflicts of interest, to withdraw from the matter in question and will assist the City in securing interim or alternative counsel for the matter in conflict if a conflict waiver is not otherwise permissible under the rules regulating the Kansas Bar.
- d. The Firm agrees that it will not accept representation of another client to pursue interests that are directly adverse to the City's interests unless and until the Firm makes full disclosure to the City of all the relevant facts, circumstances, and implications of the Firm's undertaking the two representations, and confirm to the City in good faith that the Firm has done so and that the following criteria are met: (1) there is no substantial relationship between any matter in which the Firm is representing or has represented the City and the matter for the other client; (2) any confidential information that the Firm has received from the City will not be available to the attorneys and other Firm personnel involved in the representation of the other client; (3) our effective representation of the City and the discharge of the Firm's professional responsibilities to the City will not be prejudiced by representation of the other client; and (4) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of the Firm's undertaking the two representations. If the foregoing conditions are satisfied, the City agrees that the Firm may undertake the potentially adverse representation and that all conflict issues will be deemed to have been resolved or waived by the City.

4. CONTRACT ADMINISTRATION.

- a. For ease and convenience of administration, the City Commission hereby designates its City Manager to provide policy direction and instructions to the Firm in the administration of its duties hereunder, approving and authorizing work orders, the provision of Additional Legal Services and all other matters necessary to administer this Agreement on behalf of the City.
- b. The Firm shall be entitled to reasonably rely upon such direction received from the City Manager.

5. TERM AND TERMINATION

- a. This Agreement shall be for a term of one year from the effective date of the Agreement, and upon negotiation may be renewable for an additional three-year term.
- b. This Agreement or the appointment of Firm as City Prosecutor may be terminated with or without cause by the City Commission upon ninety days written notice. The City must also provide ninety days written notice if the City does not intend to renew the contract. Additionally, if the City does elect to seek and obtain either City Prosecutor Services from an attorney or firm other than Firm, this contract may stay in force and effect so that the Firm is available to provide to the City, on an as needed and agreed to basis, supplemental legal services as provided for herein. In the event of termination, the Firm shall assume responsibility for completion of and shall be compensated for all representation requested prior to the notice of termination and through any prompt transition to termination agreed upon by the parties at the monthly retainer amount. Provided however, the City Commission may terminate this Agreement for breach by the Firm with such notice as may be reasonable under the

circumstances. In the event of termination, with or without cause, the Firm shall be compensated in accordance herewith for approved time and expenses expended prior to the date of termination.

- c. This Agreement may be executed in multiple counterparts. All original files, their contents, records and documents are the property of the City and not of the Firm or its Attorneys and upon termination shall be returned to or delivered to the City as the City Manager reasonably directs at the expense of the Firm. The Firm may retain copies as necessary to comply with the Rules of the Kansas Bar.

6. GENERAL.

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. In the event of any dispute arising out of or relating to this Agreement, the parties agree to waive trial by jury and agree that venue shall lie in Butler County, Kansas. This Agreement may be amended only by a written agreement entered into by the parties.
- b. This Agreement restates, supersedes, and replaces all prior agreements between the parties concerning the provision of legal services in the manner and under the terms described in this Agreement.
- c. The Firm shall carry legal malpractice insurance in the amount of \$250,000 through the policy or policies issued to the Firm covering the term of this Agreement. A copy of the Certificate of Insurance shall be filed with the City Clerk.
- d. Generally, the Firm shall have its own supplies and office equipment. The City will provide the Firm with an official City email address and letterhead for official communication purposes.
- e. The Firm agrees to indemnify the City, its officers, employees, and agents against, and will hold and save each of them harmless, from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations, or activities of the Firm, its agents, employees, subcontractors, or invitees, provided herein or arising from the acts or omissions of the Firm hereunder, or arising from the Firm's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of the City, its officers, agents or employees.

CITY OF EL DORADO, KANSAS

DAVIS MANLEY LANE, LLC

David B. Dillner
City Manager

Robert Lane

Attest:

Emerald Ashlock
City Clerk