

**AGENDA  
SPECIAL MEETING  
March 2, 2020  
7:00 p.m.**

**CALL TO ORDER  
PLEDGE OF ALLEGIANCE  
ROLL CALL**

**1. CDBG FIRE HOUSE GRANT**

**2. APPOINTMENTS**

*CITY ATTORNEY:* March 1, 2020 thru December 31, 2020  
John McNish

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**ADJOURNMENT**

## EMPLOYMENT AGREEMENT

AGREEMENT entered this 24<sup>th</sup> day of February, 2020, and effective March 1, 2020, by between BOLTON & MCNISH, LLC (“Bolton & McNish” or “Attorney”) and the CITY OF MARYSVILLE, KANSAS (the “City”), a municipal corporation of the State of Kansas.

### **RECITALS:**

A. Bolton & McNish is a law firm in the general practice of law with extensive municipal experience, and is fully able to carry out the duties described in this Agreement.

B. The City desires to contract with Bolton & McNish to provide contract legal services to the City.

IN CONSIDERATION of the mutual promises of the parties contained in this agreement and the payments called for herein, the parties agree:

### **1. APPOINTMENT:**

John McNish of Bolton & McNish LLC, is hereby designated and appointed as Contract City Attorney of the City and shall serve and be compensated as provided by this Agreement. As the Contract City Attorney shall serve as chief legal advisor to the city council, city manager, and all city departments and offices on civil matters or civil proceedings and shall provide such legal services, as may be requested from time to time. In addition, the Contract City Attorney shall attend such City meetings as maybe requested, barring in any pre-existing scheduling conflicts.

The Contract City Attorney shall not serve as the City Prosecutor and shall not represent the City in criminal matters as the prosecuting attorney.

### **2. FEES:**

- (a) In consideration of City’s promise to pay fees, the Bolton & McNish agrees to provide legal services noted above.
- (b) Attorney time will be billed at the rate of One Hundred Forty-Seven Dollars (\$147.00) per hour, for representation as outlined above.
- (c) Expenses: In addition, Client shall reimburse the Firm for the cost of all out-of-pocket expenses, except that no mileage shall be charge for attending meetings held locally in the City of Marysville, Kansas.

**3. INVOICE:**

Each month, the Attorney shall send the City an invoice: (a) describing the service provided; and (b) stating the hourly fee owed the City. If the City disputes all or part of invoice amount, the City shall notify Bolton & McNish in writing within 30 days of receiving the invoice. If the Attorney and City do not resolve the dispute within 30 days of the Attorney's receipt of the City's notice, the City and Attorney will submit the dispute to mediation by another organization agreed to by the parties. These disputed amount terms of this Agreement shall survive termination of the Agreement.

**4. PAYMENT:**

After the City receives an invoice from the Attorney, and unless the City disputes an invoice amount: (a) the City shall pay the Attorney within 30 days; (b) if the City does not pay an invoice amount within 30 days, then the unpaid balance is subject to a late payment fee of one and one-half percent (1.5%) per month. These payment terms of this Agreement shall survive termination of the Agreement.

**5. TERMINATION:**

Both the Client and the Bolton & McNish have the right to terminate this Agreement with 30 days written notice. If any fees and/or expenses are due and owing at the time of termination, Client agrees to pay the Firm a sum equal to the number of actual hours worked by the Firm multiplied by \$147.00 per hour, plus out-of-pocket expenses.

**6. ENTIRE AGREEMENT:**

This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party.

**7. MODIFICATION:**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party.

**8. GOVERNING LAW, BINDING EFFECT, AND ENFORCEMENT:**

This agreement shall bind and benefit the parties hereto, and their respective legal representatives, successors, heirs and assigns. It shall be governed by the laws of the State of Kansas, and each provision hereof may be separately enforced without waiving the right of enforcement of any other provision hereof.

**IN WITNESS WHEREOF**, each party to this agreement has executed the same as of the day and year first written above.

CITY OF MARYSVILLE:

BOLTON & MCNISH LLC:

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Jason Barnes, Mayor

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John McNish, Operating Manager