

RESOLUTION NO. 020915-1

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MARK GUILFOYLE, P.A. CONCERNING THE CITY ATTORNEY OF THE CITY OF ABILENE, KANSAS

WHEREAS, the City of Abilene desires to enter into a Professional Services Agreement with Mark Guilfoyle, P.A. to continue to serve as City Attorney of the City of Abilene, Kansas.

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

SECTION ONE. Professional Services Agreement. That a Professional Services Agreement with Mark Guilfoyle, P.A. 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 9th day of February, 2015.



Penny Soukup, CMC
Penny Soukup, CMC
City Clerk

CITY OF ABILENE, KANSAS

By: *Angela Casteel*
Angela Casteel, Vice Mayor

EXHIBIT A

Professional Services Agreement

Mark Guilfoyle, P.A.

and

City of Abilene, Kansas

February 9, 2015

CITY ATTORNEY SERVICES CONTRACT

This contract for City Attorney Services by and between the City of Abilene, Kansas, a Kansas municipal corporation, "City", and Mark A. Guilfoyle, an attorney licensed under the laws of the State of Kansas, "City Attorney" is as follows:

RECITALS

A. The City is in need of a City Attorney to provide legal services and counsel in civil matters concerning the city.

B. Mark A. Guilfoyle, desires to serve as City Attorney for the City of Abilene, Kansas, and to provide legal services and counsel to the city.

NOW, THEREFORE, in accordance with the mutual promises and the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree to the following terms and conditions;

1. City Attorney. Mark A. Guilfoyle is hereby appointed to serve as City Attorney of the City of Abilene, Kansas, under the direction of the City Manager of the City of Abilene, Kansas. The City Attorney position is an appointed position and as such, City Attorney shall not acquire any ownership interest in the position nor shall he be entitled to proceed with an appeal under the personnel policies of the city should he be terminated.

2. Independent Contractor. The City Attorney shall be considered an independent contractor, and as such the City shall not be responsible for paying any withholding taxes, workman's compensation insurance or other benefits provided employees of the City, except as set forth below. No employee of City Attorney shall be deemed to be an employee of City.

1

3. Term. The term of this agreement shall begin on March 1, 2015, and shall continue through the last day of February, 2016. This agreement will automatically continue for another one year term unless otherwise terminated by

either party. The parties agree to review the agreement annually, but no later than January 1 to determine if the contractual amount should be adjusted.

4. **Contract Amount.** The City agrees to pay City Attorney the sum of \$25,000.00 per year. The health insurance premium payable by City Attorney under paragraph 7 below is to be deducted from the annual contract amount of \$25,000.00 in full at the beginning of this contract. The balance of the contract amount shall be paid in monthly equal increments for legal services related to City civil legal needs and counsel. City shall provide payment to the City Attorney for services rendered by the 15th of the month following the provision of said legal services.

5. **Supplies and E&O Insurance.** The City Attorney shall provide office, office equipment and supplies as well as office staff to perform the duties specified in this Agreement. City Attorney shall also maintain a policy of E&O Insurance (Malpractice Insurance) covering insurable monetary loss due to negligence or malfeasance on the part of City Attorney.

6. **Duties.** A. City Attorney shall attend all City Commission meetings, study sessions and any other meetings which City Manager deems necessary to conduct the work of the City in an efficient manner. If City Attorney is unable to attend a meeting, he shall have another attorney, pre-approved by the City Manager, appear to serve on his behalf, at the sole expense of City Attorney. If City Attorney is not available to attend a meeting, City Attorney or his assistant

2

shall notify City Manager by phone, email or text prior to the meeting. City Attorney agrees that any absences shall not exceed eight missed meetings without legal coverage.

B. City Attorney shall prepare all legal documents necessary for the conduct of the City's business, including but not limited to: ordinances, resolutions, contracts, legal opinions and research needed by the City. If documents are provided by staff or another source outside of City staff, City Attorney shall review the documents and provide a legal opinion as to the sufficiency of the documents. City Attorney shall provide City staff with legal opinions and counsel in a timely manner. City

Attorney shall provide such documents and counsel within ten days of a request by staff, provided that if the ten day time limit cannot be met, a completion date shall be provided to staff.

C. City Attorney shall carbon copy City Manager on all documents or advice provided to staff if such items were directly requested of City Attorney by City staff.

7. Health Insurance. City agrees that it will carry single coverage for Mark A. Guilfoyle on its insurance plan. City agrees to pay 25% of the cost of the medical insurance and Mark A. Guilfoyle shall pay 75% of the cost of the medical insurance. The portion of the cost attributable to Mark A. Guilfoyle shall be withheld by City from the monthly amount to be paid to Mark A. Guilfoyle for his services under this agreement.

8. KPERS. The City Attorney shall not be eligible for KPERS benefits and the City shall not withhold or pay for KPERS benefits for City Attorney from and after March 1, 2015.

9. Public Funds. The City Attorney shall not obligate the City for any monies or purchases, provided that City may agree to reimburse City Attorney for forms and software to produce court forms with prior approval by City Manager.

3

10. Continuing Education. City Attorney shall attend at least one City Attorney meeting at which continuing education is provided by the League of Municipalities each year. City agrees to pay for such continuing education. The cost of gas and food to attend such meeting shall be the responsibility of City Attorney.

11. Assistance to City Prosecutor. City Attorney agrees to provide City Prosecutor coverage at City Court when City Prosecutor is unable to attend and in the event of a conflict of interest. City Attorney also agrees to give City Prosecutor counsel on the operations of the City as they affect the City Prosecutor position. City Attorney has agreed to provide the City Prosecutor with a place in his office for the City Prosecutor to meet with police and victims at no cost to City.

12. Entire Agreement. This agreement contains the entire agreement between the parties. It supersedes any previous agreements, written or unwritten, between the parties. This agreement is governed under the laws of the State of Kansas. The agreement shall not be modified unless agreed to by both parties in writing.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective duly authorized officers or representatives in duplicate, each of which shall be deemed an original but constituted one and the same agreement, effective as of March 1, 2015.

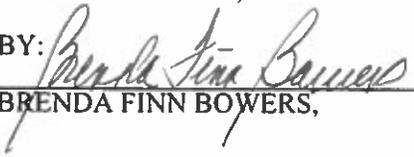
ADOPTED BY THE CITY COMMISSION OF THE CITY OF
ABILENE, KANSAS, ON THE 9th DAY OF FEBRUARY, 2015.

KANSAS
MAYOR



CITY OF ABILENE,

BY:


BRENDA FINN BOWERS,

ATTEST:


PENNY SOUKUP, CITY CLERK, CMC

CITY ATTORNEY

BY:


MARK A. GUILFOYLE