

LEGAL SERVICES AGREEMENT

AGREEMENT made this ____ day of _____ 2021, by and between UNIFIED SCHOOL DISTRICT #377, with principal offices at 306 Main Street, P.O. Box 289, Effingham, Kansas, hereinafter referred to as CLIENT, and MEARS HAUSMANN, P. A., with principal offices at 104 N. 6th Street, P.O. Box 157, Atchison, Kansas, hereinafter referred to as ATTORNEY.

RETAINER

1. CLIENT retains ATTORNEY as Client's counsel from the 1st day of July 2021, to and including the 30th day of June 2022, unless sooner terminated as provided in this Agreement.

SCOPE OF EGAGEMENT

2. The services to be rendered by ATTORNEY under this Agreement shall be all those necessary or proper for the protection of the Client's property or interest to the extent required by the CLIENT as further directed by the Board of Education of UNIFIED SCHOOL DISTRICT #377. For the purposes of clarification and without intending to be exclusive, the following is set down to illustrate the nature of the legal work intended to be covered by this Agreement:

2.1. Advice and Opinions

Legal advice and opinions on all matters relating to the operation of Client's affairs, together with attendance at meetings and conferences as requested by the CLIENT.

2.2. Preparation of Contracts

Drafting and preparation of Contracts, Leases, and other legal documents for CLIENT.

2.3. Litigation

Including the commencement, prosecution or defense of legal actions, the conduct of administrative or other proceedings before governmental agencies or units involving formal appearances by the ATTORNEY.

2.4. Audit Letter

Preparation of Annual Auditor's Letter.

2.5. General

General consultation and advice on overall Board of Education policies, procedures, and operation. Including such assignments provided to us by the Superintendent or designee, or the President of the Board of Education.

ATTORNEY'S COMPENSATION

3. Attorney's fees are based on the time spent by the Attorneys and Legal Assistants who work on matters for the CLIENT. The current billing rates for an attorney who work on matters for the CLIENT is ONE-HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 (\$175.00), per hour. The current billing rates for legal assistants who work on matters for the CLIENT is SIXTY DOLLARS AND 00/100 (\$60.00), per hour for the time actually spent on all matters relating to Client's business.

- 3.1. CLIENT further agrees to reimburse to ATTORNEY any and all necessary and reasonable expenses incurred or paid by ATTORNEY in Client's behalf. ATTORNEY agrees to submit monthly statements to CLIENT for expenses advanced or incurred and for time spent on Client's matters.

TERMINATION AND RENEWAL

4. This Agreement may be terminated by either party earlier than the date provided in Paragraph one (1) herein by giving the other party not less than thirty (30) days prior written notice of intention to do so.

PRIOR AGREEMENTS

5. This Agreement supersedes all prior understandings and agreements between ATTORNEY and CLIENT relating to the subject matter of this Agreement. Such prior understandings and agreements are canceled.

CONTRACTUAL PROVISIONS

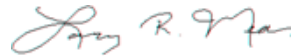
6. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this Agreement, and made a part thereof. The parties agree that the following provisions are hereby incorporated into the Agreement to which it is attached and made a part thereof, said Agreement being the ____ day of _____ 2021.

*President, Board of Education
Unified School District #377*

Attested by: _____

*Clerk, Board of Education
Unified School District #377*

CLIENT



*Larry R. Mears
Mears Hausmann, P.A.*

ATTORNEY

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.