

REQUEST FOR PROPOSALS No. 2023-A

The Board of Commissioners of Riley County (hereinafter “Board”) requests proposals from individual attorneys licensed to practice in Kansas. This proposal is for contracts providing indigent defense services in Riley County. Such contracted legal services are only for those District Court Cases in which the Court is required to appoint an attorney. Such contracts shall have identical terms for each contracting attorney, including but not limited to the amount of compensation and any expense reimbursements described therein. A copy of the contract offered to any successful Proposer may be found on the Riley County website at: www.rileycountyks.gov

The work performed by attorneys previously performing the legal services described herein under contract with the Board has historically generated an average of approximately 20 hours of reported work by every contracting attorney each week during a calendar year. But the total hours of work for each contracting individual attorney have varied, depending upon the number and difficulty of cases assigned by the District Court. Despite this variation in hours worked under these contracts, every contracting attorney will receive the same monthly compensation during the term of their own individual contract. That monthly compensation shall be paid to each contracting attorney whether the hours they work and report for each week have totaled more or less than 20 hours. These contracts are not intended by the Board to provide any guarantee of hours worked either more or less than 20 hours each week. These contracts are not intended by the Board to allow contracting attorneys to “specialize” in working only on certain categories of cases assigned by the District Court. These contracts are not intended by the Board to provide an amount of compensation sufficient to be the sole source of income received by any practicing attorney. Instead, these contracts are intended by the Board to provide an amount of compensation sufficient to supplement the income from other sources received by those contracting attorneys. These contracts are intended by the Board to assist the District Court with its constitutional obligation to assign counsel in those cases identified within this Request for Proposal and the contracts generated hereunder.

Proposals shall be submitted in an envelope clearly marked “Response to Request for Proposals No. 2023-A” to the Board of Commissioners of Riley County, Kansas, c/o the Riley County Clerk, 110 Courthouse Plaza, Manhattan, Kansas, and received no later than 5:00 p.m. on August 4, 2023. Proposers are encouraged to submit Proposals well in advance of August 4, 2023. That is because Proposals may be publicly opened by the Board of Riley County Commissioners as such Proposals are received. Received Proposals may be publicly opened during the next available public meeting convenient to the Board. The Board may refer such publicly opened proposal to the Riley County Counselor for review and subsequent recommendation to the Board. The Board may require any Proposer to make a public presentation to the Board at a public meeting after the date their proposal is opened. The Board may also immediately select any submitted proposal upon its public opening.

The start date of each individual attorney selected by the Board will be governed by terms of that attorney’s contract generated hereunder. Every attorney selected must be prepared to begin receiving District Court assignments of cases, and performing contract work upon those assigned case, immediately upon the complete execution of that attorney’s contract with the Board. No attorney will be selected conditioned upon one or more other attorney(s) is/are also selected.

Every attorney who signs the contract generated hereunder shall accept cases assigned by the District Court for any and all of the categories of cases identified in this Proposal and in the contracts

generated hereunder, subject only to such attorney's right or responsibility to refuse an assigned case as required or allowed by the Kansas Rules of Professional Conduct. For example, any attorney contracting with the Board shall reject assignment of any case in the event of an actual conflict of interest under the Kansas Rules of Professional Conduct. Any attorney shall immediately notify the District Court Judge assigned the case if the attorney cannot accept an assigned case for any reason. That attorney shall then assist and cooperate with the District Court Judge assigned the case in re-assigning such case first, if possible, to another attorney providing legal services under a contract generated hereunder. If no attorney providing legal services under a contract generated hereunder is able to accept such re-assignment, the attorney refusing an assigned case shall continue to cooperate with the District Court Judge assigned the case in re-assigning such case to a substitute attorney not currently under a contract generated hereunder.

This Proposal terminates as soon as up to 6 individual attorneys acceptable to the Board enter into contracts generated hereunder, or at 5:00 p.m. August 4, 2023, whichever occurs first. No more than 6 individual attorneys acceptable to the Board will be selected to sign contracts generated hereunder. A total number of fewer than 6 individual attorneys acceptable to the Board may be selected for contracts generated hereunder, in the Board's sole discretion.

No "panel" of attorneys is intended by the Board to be created by this Proposal or the contracts generated hereunder. Instead, all attorneys who contract individually with the Board shall cooperate with one another professionally to provide the legal services identified in the contract. All such attorneys shall cooperate with one another to substitute for the other contracting attorneys in court appearances when necessary. All contracting attorneys shall accept those cases which are re-assigned by the District Court due to a conflict and when cases are re-assigned by the District Court for any other reason, such as to promote the fair and even distribution of contract work. All such attorneys shall cooperate with the other attorneys contracting for these legal services, the District Court, and the District Court Administrator at all times to ensure the workload of all contracting attorneys is as evenly distributed as possible based, in part, upon the hours of work reported by each attorney to the District Court Administrator. Regular meetings among all contracting attorneys are encouraged, to promote a fair and even distribution of all contract work. The hours of work reported to the District Court Administrator, as required by the contracts generated hereunder, shall be one measure of the fair and even distribution of contract work.

Every contracting attorney is encouraged to notify the District Court, the District Court Administrator and County Counselor, in writing, if they believe the contract work is not being fairly distributed among contracting attorneys. That written notice must include a statement by the contracting attorney they have first attempted to address the issue with the other contracting attorneys. Upon receipt of such a written notice, the District Court, District Court Administrator and County Counselor shall work cooperatively to address the issue(s) raised in the notice. That may include a meeting of some or all of the contracting attorneys, in the sole discretion of the District Court, District Court Administrator and County Counselor. If the issue(s) raised cannot be successfully addressed by the District Court, District Court Administrator and County Counselor, for example, by re-assignment of cases, the Board reserves the sole right at all times to terminate any one or more, or all of such contracts.

The proposals shall be submitted under the following terms and conditions:

1. No more than six individual attorneys shall be selected. Proposals shall contain the total years of practice of each attorney. And the total years of practice of each attorney in the areas set forth in the contract will be required. Each attorney Proposing must have practiced law in Kansas for no less than two years. Each attorney Proposing must state in their proposal they have read the contract

offered herein and are willing to perform as required therein and have no objection to any of the contract's terms.

2. It is preferred (but not required) that no more than one attorney from the same firm be included in any proposal. It is preferred (but not required) that no more than one attorney from the same firm be selected by the Board to provide the services hereunder. All attorneys entering into contracts with the Board shall be individually responsible for coordination with the District Court of their court appearances for services provided hereunder. Each individual attorney providing contract services hereunder who is unavailable for a court appearance for any reason shall be individually responsible for contacting and providing qualified substitute attorneys. Those individual attorneys searching for a substitute attorney shall first contact all other attorneys currently serving in similar contracts with the Board. If none of those other attorneys currently serving in similar contracts with the Board are available to substitute, then the attorney shall contact other qualified substitute attorneys.

3. No more than 6 individual attorneys shall be selected from the proposals by the Board to perform all described services. Less than 6 total individual attorneys may be selected by the Board to perform all described services, in the Board's sole discretion.

4. In the event multiple proposals are submitted, the Board may consider the experience of individual proposers in arriving at the Board's decision.

5. The Board may reject any or all proposals and may waive any irregularities in the proposal process.

6. Each individual attorney submitting a Proposal hereunder shall be required to enter into a written contract incorporating the terms set forth in this request for proposal and setting out additional terms.

7. The District Court on a rotation basis will assign contracting attorneys to cases. Any attorneys selected to contract hereunder shall make such arrangements necessary to assure they or a qualified substitute they have found are available for court throughout the week during all regular business hours of the court. Contracting attorneys shall be required to be available to the Court and their clients by telephone, email, and text during regular business hours.

8. The term of each contract shall be from the date of its execution by the Board and the contracting attorney, to December 31, 2024.

9. Each contracting attorney shall coordinate and cooperate with the District Court on all scheduling issues which arise for any attorney who has entered into contract hereunder. But it shall remain at all times the primary responsibility of each individual attorney providing services hereunder to resolve their own scheduling issues in a manner in conformity with the contracts executed. It is never the primary responsibility of the District Court, District Court Administrator or District Court Clerk to resolve such scheduling issues. Any contracting attorney who does not perform as required in this paragraph is subject to immediate termination of their contract by the Board.

10. In addition to their monthly compensation, each contracting attorney will also be reimbursed for long distance telephone calls, out-of-county mileage and out-of-county meals (limited to the maximum mileage and meal expenses described in the Riley County Personnel Policies and Guidelines), copying expenses, postage, internet searches in "child in need of care" cases to locate

parties; along with discovery expenses related to copying discs supplied by the Riley County Attorney's Office; to the extent all such foregoing listed expenses are documented by the attorney and thereby shown to be directly related to services provided hereunder. All monthly payments, including all authorized reimbursable expenses described in this Request for Proposals, shall be documented by vouchers submitted to and approved by the District Court Administrator of the 21st Judicial District. The District Court Administrator shall forward copies of all such submitted vouchers, upon their receipt, to the Clerk of Riley County.

11. Expert witnesses and forensic experts may be employed with the approval of the District Court. That approval shall include the individual to be employed, the purpose for which the individual is to be employed, and the maximum compensation for the services to be provided.

12. Each contracting attorney will be reimbursed for up to \$150.00 actual expenses for obtaining legal education hours required by Kansas Administrative Order No. 100, which requires six hours of CLE specifically for "Child in Need of Care" representation and/or service as a Guardian ad Litem (Such mileage and CLE reimbursement related to Kansas Administrative Order 100 shall be limited to such CLE when it can only be obtained outside Riley County. Attorney shall make reasonable efforts to obtain such CLE within Riley County.

13. Contracting attorneys will be reimbursed up to \$210 annually or ½ of the total cost (whichever is greater), but not exceeding a total cost of \$500, for purchase of software necessary for calculation of child support amounts in Child in Need of Care cases assigned. Adequate supporting documentation must be submitted prior to reimbursement. Upon termination of any attorney's services under such contract, that software which was purchased will be provided to any remaining attorney under contract for these services, or to the District Court Administrator for the use of any new attorney thereafter contracting with the County for these services. The exiting attorney will be paid for any unreimbursed portion of the software cost previously paid by that attorney in that calendar year, up to a maximum of \$210.00 or ½ of the total cost attorney paid (whichever amount is greater) but not exceeding a total cost of \$500.

14. Further, the aggregate sum of \$10,000 will be made available for additional expenses incurred by all contracting attorneys as a result of appeals to the Appellate Court system. Within the limits of that sum, such attorneys will be paid at the rate of \$100.00 per hour for all work and appearances in conjunction with an appeal. The maximum aggregate amount be paid by the County per appellate case shall be \$3,500. Necessary expenses such as mileage and copying shall also be paid.

15. Any contracting attorney who fails or refuses to carry out any terms of this Request for Proposal, or any term of their executed contracts generated hereunder, is subject to immediate termination of their contract by the Board of County Commissioners, as provided in that contract.

16. If any contracting attorney resigns, is terminated, or is otherwise unwilling or unable to complete their obligations under the contracts, they may be immediately replaced by an attorney who, in the opinion of the Board, meets the qualifications required under this proposal. In the event of such a substitution, the replacement attorney must be approved by the Board of County Commissioners. It is solely the option of the Board of County Commissioners whether such substitution is made with or without a vacancy notice, re-application process or other requirements. The Board may consult with the District Court and District Court Administrator regarding selection of a substitute attorney. Those other attorneys remaining under contract at the time such replacement is being considered may submit

to the Board their individual recommendations for a replacement by writing to the Riley County Counselor. It is solely the option of the Board to select any replacement attorneys and the recommendations described are not binding on the Board.

17. At the conclusion of the contract period, unless their contract is renewed, the contracting attorney shall move to withdraw from any and all assigned cases pending by written motion and subsequent order, unless they have been retained by the party represented. The Court retains sole discretion to grant or deny any portion of such a motion to withdraw. Services provided by any replacement attorney shall include assumption of responsibility for any cases pending on the effective date of the replacement attorney's contract which the District Court must now re-assign to contracting attorneys as a result of the described motion to withdraw.

18. Each contracting attorney shall consult with their client prior to trial or disposition of any matter and shall maintain accurate, written records of time spent in court and for out-of-court activities in preparation and in conducting trial work of any assigned cases. Each contracting attorney shall also keep written records concerning the number of newly assigned cases he or she has received from the District Court for each month. These records shall be submitted to the District Court Administrator every month, at the same time that vouchers for payment are submitted and shall be submitted on a form approved by and acceptable to the District Court Administrator and the Board. No payment shall be made until these records are submitted in a form satisfactory to the District Court Administrator.

19. Each contracting attorney shall serve during the term of their contract as an independent contractor. No contracting attorney is an employee of Riley and shall not be entitled to any benefits provided to Riley County employees.

20. Riley County will conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, the ability of the proposer to perform, past performance, proposer's understanding of the work to be performed, and the needs of the County.

21. It is the intention of the County to review the Request for Proposal responses and select for further review those top proposals which appear most beneficial to the County. References and other present and past clients of the proposer may be contacted. Proposers may be invited to participate in a public meeting (or meetings) before the Board at which Proposers will be given an opportunity to present the merits of their proposal to the Board, followed by a question-and-answer session with the Board.

22. Those submitting a proposal do so entirely at their own risk and expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any cost incurred in preparing or submitting proposals, providing additional information when requested by the County, or for participating in any selection interview (or interviews).

23. The County reserves the sole right to select those proposals and subsequently recommend for award those proposals which best meet the County's requirements, needs, budget constraints, quality levels and expectations.

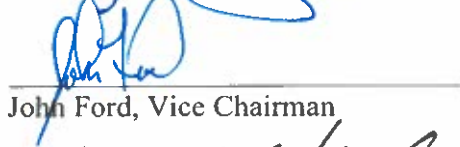
24. Riley County reserves the sole right to accept or reject any proposal which best serves its interest, or to hold the proposals for 60 days from opening before rendering a decision.

Questions concerning this Request for Proposal should be directed to Clancy Holeman, Riley County Counselor, (785)565-6844. Questions concerning the mechanics of Court appointments to contracting attorneys should be directed to Chief Judge Grant Bannister, (785) 537-6373.

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS



Kathryn Focke, Chairwoman

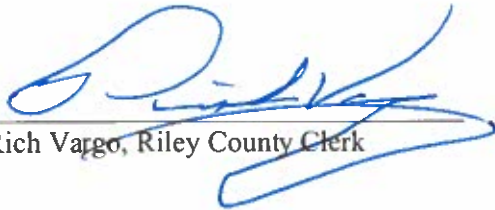


John Ford, Vice Chairman



Greg McKinley, Member

ATTEST:



Rich Vargo, Riley County Clerk



AGREEMENT

This is an Agreement between Riley County, acting through the Board of Commissioners of Riley County, Kansas, (hereinafter "Riley County") and, an attorney (hereinafter "Attorney") licensed to practice law in the State of Kansas and currently practicing in Riley County which is entered into on the ____ day of _____ 2023.

RECITALS

Riley County desires to contract with Attorney to provide legal services in Riley County for certain cases in which attorneys must be appointed to represent individuals in actions filed in the District Court of Riley County, Kansas. Attorney desires to provide such service pursuant to the terms and conditions set forth in this agreement. The Riley County District Court Administrator (hereinafter "Court Administrator") is hereby designated the daily Administrator of this Agreement. In consideration of the promises and conditions set forth the parties agree as follows:

1. **SCOPE OF AGREEMENT.** Request for Proposals No. 2023-**A** is attached hereto as "Exhibit A" and is incorporated herein by reference, and all its terms form a part of this Agreement as though fully set out within this Agreement. Attorney shall not provide representation under this Agreement for Off Grid or Level I juvenile felony offenses. Attorney shall provide legal services in Riley County in cases filed in Riley County in the following categories:

- A. Representation of individuals charged with misdemeanors and traffic offenses in which the District Court is required to appoint an Attorney.
- B. Representation of individuals involved in District Court actions filed pursuant to the Code for the Care of Children in which the District Court is required to appoint an Attorney or Guardian ad Litem.
- C. Representation of individuals involved in District Court actions filed pursuant to the Kansas Juvenile Offenders Code in which the District Court is required to appoint an Attorney.
- D. Representation of individuals involved in District Court actions filed pursuant to the Code of Care and Treatment of Mentally Ill persons in which the District Court is required to appoint an Attorney.
- E. Representation of individuals involved in District Court actions filed pursuant to the Code for Alcoholism and Intoxication Treatment in which the District Court is required to appoint an Attorney.

F. Representation of individuals in child support enforcement contempt cases wherein incarceration is possible and the Court is required to appoint counsel.

G. Attorney shall be competent to act as counsel in all of the above-described categories.

2. **DETERMINATION OF ELIGIBILITY.** Determination of whether clients shall be eligible for the services provided under the terms of this agreement will be made by the District Judges of the 21st Judicial District of Kansas.

3. **TERM.** In order to promote budgeting certainty for Riley County, this Agreement is for the term described in this paragraph, at the compensation level set out herein, unless the Agreement is otherwise terminated by either party as provided herein. This Agreement shall commence on _____, 2023, and shall terminate on December 31, 2024, unless the Agreement is otherwise terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.

3.1 **Termination for Cause.** If Attorney shall fail to fulfill in a timely and proper manner their obligations under the Agreement, or if Attorney shall violate any of the terms, covenants, conditions, or stipulations of the Agreement, Riley County shall thereupon have the right to terminate the Agreement by promptly giving written notice to Attorney of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Agreement and any appendices, exhibits or amendments thereto, if any. Notwithstanding the above, Attorney shall not be relieved of liability to Riley County by virtue of any breach of the Agreement by Attorney.

3.2 **Termination for Convenience.** Riley County may terminate the Agreement in whole or in part, upon thirty (30) days written notice to Attorney, stating the effective date of the termination for convenience.

3.3 **Payment Calculation Upon Termination.** In the event of termination under the Agreement by either party, any amount owed Attorney will be calculated based solely upon payment for fair value of acceptable services provided by Attorney pursuant to all Agreement terms, to the point of termination, which fair value is not the subject of a good faith dispute. The fair value of such acceptable services shall be determined in the sole discretion of Riley County.

4. **COMPENSATION OF ATTORNEY.**

A. **Attorneys.** For the services to be performed under the terms of this Agreement, Riley County will pay to Attorney the total sum of \$5,950 per month. If services are performed for a period of less than one month, the payment shall be prorated. Attorney will also be reimbursed internet searches in “child in need of care” cases to locate parties; for long distance telephone; out-of-county mileage and out-of-county meals (limited to the maximum mileage and meal expenses described in the Riley County Personnel Policies and Guidelines), copying expenses, and postage, along with discovery expenses related to copying discs supplied by the Riley County Attorney’s Office, to the extent all such expenses are related to and are documented by Attorney to be directly related to services provided hereunder. (See paragraphs 18, 19, herein.) All monthly

- B. requests for payment, including expenses, shall be submitted by vouchers by the 4th of each month in a format to be approved by and acceptable to the Court Administrator of the 21st Judicial District who shall, in turn, submit the vouchers to the Clerk of Riley County. The voucher must be submitted in accordance with a time schedule prepared by the Riley County Clerk if they are to be paid in the next Riley County pay period.
- C. **Continuing Legal Education Reimbursement.** In addition to the compensation set forth above, Attorney will be reimbursed for up to \$150.00 actual expenses for registration, mileage and meals for obtaining the continuing legal education hours required by Kansas Administrative Order No. 100, which Order requires six (6) hours of CLE specifically for “Child in Need of Care” representation and/or service as a Guardian ad Litem. Such mileage and meal reimbursement shall be limited to such CLE when it can only be obtained outside Riley County. Attorney shall make reasonable efforts to obtain such CLE within Riley County and thereby avoid the need for meal and mileage reimbursement.
- D. **Expert Witnesses and Forensic Experts.** Expert witnesses and forensic experts may be employed with the approval of the District Court. The approval shall include the individual to be employed, the purpose for which employed and the maximum to be compensated for the service.
- E. **Appeals.** The aggregate sum of \$10,000.00 will be budgeted by Riley County for additional expenses incurred by Attorney as a result of appeals to the Kansas appellate court system. Within the limits of that sum, Attorney will be paid at the rate of \$100.00 per hour for all work and appearances in conjunction with an appeal. The maximum aggregate amount that will be paid by the County per case for legal services shall be \$3,500.00. That maximum aggregate amount per case may only be exceeded if additional costs are approved by the district court prior to submission to the county. Necessary expenses such as mileage and copying shall also be paid in addition to monthly compensation. Vouchers for payment of appellate work and expenses in connection therewith shall be submitted to and approved by the District Court Administrator for the 21st Judicial District and submitted in turn to the Clerk of Riley County.

Child Support Calculation Software. Attorney will be reimbursed up to \$210 annually or ½ of the total cost (whichever amount is greater), but not exceeding a total cost of \$500, for purchase of software necessary for calculation of child support amounts in Child in Need of Care cases assigned pursuant to this Agreement. Adequate supporting documentation must be submitted prior to reimbursement. Upon termination of Attorney’s services under this Agreement, the software purchased will be provided to any remaining Attorney or the Court Administrator for distribution to the replacement panel member. When the software is provided to the remaining Attorney or the Court Administrator, exiting Attorney will be paid for any unreimbursed portion of the software cost previously paid by the exiting Attorney in that calendar year, up to a maximum of \$210.00 or ½ of the total cost Attorney paid (whichever amount is greater) but not exceeding a total cost of \$500.

5. **NATURE OF RELATIONSHIP.** Nothing in this Agreement shall be construed to suggest that Attorney, by entering into the Agreement, has entered into a partnership, joint venture or other

relationship with any other Attorney who has contracted with Riley County to perform like services. It is agreed that the legal relationship between Attorney and Riley County is of a contractual nature. Both parties assert and believe that Attorney is acting as an independent contractor in providing the services and performing the duties required by Riley County hereunder. Attorney is at all times acting as an independent contractor and not as an officer, agent, or employee of Riley County. As an independent contractor, Attorney, and employees of Attorney, will not be within the protection or coverage of Riley County's worker's compensation insurance, or any other insurance, including but not limited to any liability insurance coverage provided Riley County, nor shall Attorney, and employees of Attorney, be entitled to any current or future benefits provided to employees of Riley County. Further, Riley County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by Riley County to Attorney. Attorney shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Attorney's sole expense, except as explicitly described otherwise herein.

6. **TIME RECORDS.** Attorney shall maintain their written records of time spent in court and for out of court activities in preparation for and in conducting trial work for any assigned cases. Records submitted by the Attorney must itemize separately their administrative time on panel business. These records shall be submitted in a format approved by and acceptable to the Court Administrator and shall be submitted to the Court Administrator once every month at the same time that Attorney's vouchers for payment are submitted.
7. **STANDARDS.** Attorney must be licensed to practice law in the State of Kansas and must be currently practicing in Riley County. Attorney shall provide services to all clients in a professional, skilled manner consistent with the minimum standards set forth by the Bar of the State of Kansas, the Model Rules of Professional Conduct, and case law and applicable court rules defining the duties of counsel and the rights of clients in assigned cases. Attorney shall consult with clients prior to trial or disposition of any matter and shall be sufficiently available to clients to provide for effective representation. Services provided shall include assumption of responsibility for any cases pending on the effective date of the agreement and which are assigned to Attorney by order of the court. At the conclusion of the agreement, unless the agreement is renewed, Attorney will withdraw from any and

all pending cases by written motion and order unless retained by the party represented or the court orders that representation by the individual Attorney continue. In the event the Court orders representation continue after an attorney has withdrawn, the attorney shall be paid at the rate of \$80 per hour for all services related to the case and expenses. Unless this Agreement has been terminated, Attorney, once appointed, shall remain attorney of record until their withdrawal has been approved pursuant to an order issued by the District Court Division where such case is assigned.

8. **RETENTION OF FILES.** Attorney shall provide for retention of client files in a manner that affords protection of the clients' confidentiality interest for a period of not less than five years after the conclusion of the case.

9. **REPLACEMENT OF ATTORNEY/TERMINATION/RESIGNATION.** In the event Attorney is unable or unwilling to complete Attorney's obligations under this agreement, Attorney may be replaced immediately by Riley County by an Attorney acceptable to Riley County. No competitive proposal for any such replacement Attorney is necessary. Any Attorney so replaced, or any Attorney who resigns from their responsibilities hereunder is not entitled to the payments described hereunder following the date of termination, unless such payments relate to work performed in conformity to all terms of the Agreement prior to termination, or prior to the effective date of Attorney's resignation. Resigning Attorney shall submit to the Court Administrator a written resignation with an effective date no less than thirty (30) calendar days from such notice. Termination shall be effective on the date identified by Riley County in any notice of termination, whether such notice is verbal or written. Attorneys remaining on the panel at the time such replacement is being considered may submit their individual or group recommendations for a replacement to Riley County in writing to the Riley County Counselor. Riley County may consult with the Court Administrator or the remaining attorneys regarding selection of a replacement attorney. It is solely the option of Riley County to select replacement attorneys, and the recommendations described are not binding on Riley County.

10. **ASSIGNMENT OF ATTORNEY.** Cases shall be assigned to Attorney on a rotational basis by the Clerk of the District Court, or by court order. The Clerk of the District Court, to equalize the caseloads, or in the event of conflict, may deviate from the rotational basis for assignment, in the Clerk's sole discretion. Additionally, Attorney may, at any time, on an emergency basis, be assigned cases under this Agreement in a manner which deviates from the rotational basis for assignment. The assigned Attorney shall have the total responsibility for the case and shall appear on behalf of the client in all court matters, with the following limited exception: In the event of a scheduling conflict for Attorney, if minor court matters are involved, such as status checks or trial settings, Attorney may, with prior approval of the assigned District Court Judge, not appear personally. Otherwise, if Attorney will not personally appear, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute Attorney within the panel of attorneys assigned to provide like services hereunder. **IT IS NOT THE PRIMARY RESPONSIBILITY OF THE COURT ADMINISTRATOR OR DISTRICT COURT CLERK TO PROVIDE THAT SUBSTITUTE ATTORNEY.** If Attorney is unable to provide a substitute attorney within the panel assigned to provide like services hereunder, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute attorney not on that panel. Attorney shall notify the District Court Administrator and the assigned District Court Judge of that substitution, within a reasonable period of time.
- (i) Payment for non-panel substitute attorneys providing coverage for a Panel Attorney under this provision shall be solely the responsibility of the County.
 - (ii.) A panel member assigned a criminal case shall not schedule a court appearance outside the Twenty-First Judicial District on a Monday without the advance approval of the Riley County District Court Judge hearing that Attorney's panel cases.
 - a. Upon approval of the District Court Judge hearing the attorney's assigned docket to schedule a hearing outside of the Twenty-First District, the Clerk of the District Court will be notified by the Attorney.
 - b. After such notification, the Clerk of the District Court will not place any cases assigned to the Attorney from first appearances on that approved date. If after such approval and notification, a case is set in the Twenty-First Judicial District on a date which the Attorney had obtained approval to schedule an appearance outside of the Twenty-First Judicial District, the assigned panel Attorney shall be responsible for moving the matter, notification and any necessary paperwork. When a Monday docket is moved to a later date due to a Monday holiday, panel members are responsible to appear for their docketed cases on that later date. The Court will excuse from attendance on that later

date any panel member with an emergency due to illness or unavoidable travel delay. Panel members should check the court holiday schedule early in 2022 and plan to be available on the Tuesdays following Monday court holidays.

11. **DUTY TO COOPERATE**. At all times hereunder, Attorney shall reasonably cooperate with the Court, the Clerk of the District Court, and the District Court Administrator on matters of scheduling court appearances, returning phone calls and responding to correspondence, all of which relates to Attorney's availability under the terms of this Agreement. Attorney's failure or refusal to so reasonably cooperate shall be considered sufficient ground for immediate termination of this Agreement, in the sole discretion of Riley County.
12. **AGREEMENT WITH KANSAS LAW**. It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All Agreement promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names Riley County as a party, Attorney agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve Riley County's objectives of this provision.
13. **CASH BASIS AND BUDGET LAWS**. The right of Riley County to enter into the Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Agreement shall be construed and interpreted so as to ensure that Riley County shall at all times stay in conformity with such laws, and as a condition of the Agreement Riley County reserves the right to unilaterally terminate the Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws. Riley County retains the sole option to review this Agreement at the end of each 1-year term.

14. **ACCEPTANCE OF AGREEMENT.** This Agreement shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of Riley County, Kansas.
15. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Riley County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, Riley County does not agree to pay attorney fees or late payment charges.
16. **ASSIGNMENT.** Neither the Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Attorney without the prior written consent of Riley County.
17. **SUBCONTRACTING.** None of the work or services covered by the Agreement shall be subcontracted by Attorney.
18. **RECORDS, REPORTS AND INSPECTION.**
- 18.1 Documentation of Costs. All costs incurred by Attorney for which Attorney purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement shall be clearly identified and readily accessible to both parties to the Agreement.
- 18.2 Maintenance of Records. Except as otherwise authorized by Riley County, Attorney shall retain such documentation for a period of three (3) years after Attorney's receipt of the final payment under the Agreement, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
19. **METHOD OF BILLING AND PAYMENT.**
- 19.1 Billing Procedures. Attorney agrees that billings and payments under the Agreement shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Agreement.
- a) Support Documentation. Billing shall be supported with documentation required by Riley County including, but not necessarily limited to, that documentation described in paragraph 18, above.
- b) Reimbursement Restrictions. Payments shall be made to Attorney only for items and services provided to support the Agreement purpose when such items and services are specifically authorized by the Agreement. Riley County reserves the right to disallow reimbursement for any item or service billed by Attorney if Riley County believes that

such item or service was not provided to support the Agreement purpose or was not authorized by the Agreement.

c) Pre-disbursement Requirements. Attorney must provide to Riley County the documentation required pursuant to the Agreement prior to any disbursements being made by Riley County to Attorney.

d) Mailing Address. Payments shall be mailed to Attorney's address as set forth herein.

20. **LICENSES, PERMITS, INSURANCE.** Attorney shall maintain all licenses, permits, and certifications required by federal, state or local authority for carrying out the Agreement. Attorney shall notify Riley County immediately if any required license, permit, or certification is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Agreement by Riley County, in Riley County's sole discretion.

21. **PUBLIC DOCUMENTS.** It is agreed that the Agreement, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.

22. **SURVIVABILITY.** The following numbered paragraphs and all subparts thereof shall survive termination of this Agreement: 3.3, 8, 12, 15, 18, 19, 21, and 22.

BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS

ATTORNEY

By: _____

Signature

_____, Chair

Print Name: _____

(Seal)

ATTEST:

Rich Vargo, Riley County Clerk

APPROVED AS TO FORM:

Clancy Holeman
Riley County Counselor