

RESOLUTION NO. 2016-11

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND KIANN SPRADLIN REGARDING PROSECUTORIAL SERVICES

WHEREAS, the City of Basehor, Kansas wishes to enter into that certain Independent Contractor Agreement with KiAnn Spradlin, attached hereto as Exhibit A, regarding prosecutorial services for the City of Basehor, Kansas.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BASEHOR KANSAS:

Section 1. That the Governing Body approves and hereby authorizes the Mayor to execute the Independent Contractor Agreement, attached as Exhibit A.

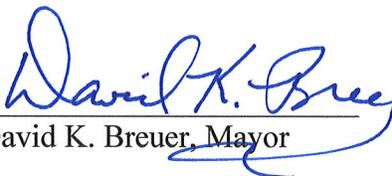
Section 2. That this resolution shall become effective upon passage.

PASSED by the Governing Body this 18th day of May, 2016.

APPROVED by the Mayor this 18th day of May, 2016.

[SEAL]




David K. Breuer, Mayor

ATTEST:


Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

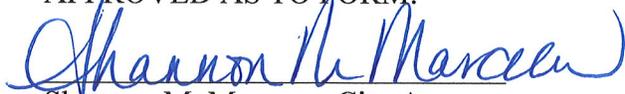

Shannon M. Marcano, City Attorney

Exhibit A
Independent Contractor Agreement

To be attached.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made as of the 18th day of May, 2016, by and between **THE CITY OF BASEHOR, KANSAS** (hereinafter "the City") and **KIANN SPRADLIN** (hereinafter "Ms. Spradlin").

In consideration of the mutual covenants hereinafter set forth, the City and Ms. Spradlin hereby agree as follows:

1. **Services.** The City hereby engages Ms. Spradlin to provide to the City all prosecutorial legal services needed by the City, of whatever nature. Such services shall include those set forth in the Basehor City Code. Ms. Spradlin agrees to perform the services in a timely, competent, and professional manner, and in accordance with all applicable laws, regulations, and ordinances, and the terms and conditions of this Agreement.

2. **Qualifications.** Ms. Spradlin agrees that she will maintain her license and memberships to practice law in all Kansas State and Federal Courts, and will maintain professional liability insurance.

3. **Compensation.** In consideration of the agreements and provisions contained herein, the City agrees to pay Ms. Spradlin \$700.00 per month to perform any and all prosecutorial services on behalf of the City.

4. **Billing Statements.** Billing statements shall be sent to the City on a monthly basis itemizing services performed pursuant to this Agreement.

5. **Miscellaneous Expenses.** The City will reimburse Ms. Spradlin for miscellaneous, out-of-pocket expenses, such as copies, postage, and other expenses directly related to her duties as prosecutor.

6. **Other Employment.** During the term hereof, Ms. Spradlin is free to pursue other business interests and representation so long as such activities do not adversely affect her duties as City Prosecutor.

7. **Term and Termination.** This Agreement shall be effective retroactive to the date Ms. Spradlin was appointed by the Mayor and approved by the City Council. The Agreement shall be renewable for successive one year periods unless three-months' notice of non-renewal is given by either party.

IN WITNESS WHEREOF, the parties, voluntarily and with full knowledge of the contents hereof, have executed this Agreement.

THE CITY OF BASEHOR, KANSAS:

By: David K. Breuer
Mayor David K. Breuer, with consent of a
majority of the City Council

KiAnn Spradlin
KiAnn Spradlin, City Prosecutor