

REQUEST FOR APPLICATION FOR CONTRACT ATTORNEY POSITIONS IN LEAVENWORTH COUNTY, KANSAS

Closing Date: November 21, 2025 at 4:00 PM

I. Introduction

Leavenworth County is seeking to establish a panel of qualified attorneys to provide legal services at a fixed monthly rate in Leavenworth County District Court. The panel is expected, but not guaranteed, to be comprised of up to four (4) attorneys who will provide a broad array of legal services and up to three (3) attorneys that provide services only under the Code for the Care of Children.

Option A.

The County is requesting applications from interested attorneys to provide legal services as scheduled and assigned by District Court. This includes-court appointed representation for misdemeanor criminal and traffic matters, proceedings under the Code for the Care of Children, proceedings under the Juvenile Justice Code, proceedings in Domestic Violence Court, child support enforcement, and proceedings under the Code for Care and Treatment of Mentally Ill persons. Contract attorneys providing the above-mentioned legal services will be paid \$5,000.00 per month.

Option B.

The County is also requesting applications from interested attorneys to provide legal services as scheduled and assigned by District Court for court appointed representation for proceedings under the Code for the Care of Children. Contract attorneys providing legal services only under the Code for the Care of Children will be paid \$3,000.00 per month.

Timely appearances in court, as well as case preparations, return of phone calls and emails, monthly invoicing, and all other functions that would be a normal part of attorney-client relationship is expected for both options.

Contract attorneys will be responsive to the Attorney Contract Coordinator in maintaining schedules for case assignment and court coverage for a balanced workload among other contract attorneys. Contract attorneys must be able to communicate and work with other contract Attorneys and Court personnel.

II. Qualifications

The Applicant must have a law degree from an accredited institution and must be licensed to practice law in the State of Kansas. The Applicant must have knowledge of the practice areas noted above and have a schedule flexible enough to work with the hearing schedule of the Leavenworth County District Court. Any Applicant who is selected must sign a contract with Leavenworth County for one year beginning in December 2025. This is a contract position, and

the Applicant will not be an employee of Leavenworth County District Court or Leavenworth County.

III. Submission Requirements

Each attorney wishing to respond to this request should present an application to the Leavenworth County Clerk to the address listed below. The application must be provided in a sealed envelope that is clearly marked, “**Contract Attorney Application**” no later than **November 21, 2025, at 4:00pm.**

Leavenworth County Clerk, Courthouse
300 Walnut Street, Suite 106
Leavenworth, Kansas 66048

Required

The application shall consist of the following:

- Letter of interest;
- Statement denoting which contract option you prefer;
- Resume;
- List of practice areas;
- Case load/capacity statement indicating your capacity to accept appointments; and
- Three professional references.

IV. Selection Schedule & Process

Review and selection of qualified applicants is anticipated to be completed by December 1, 2025 and contracts awarded thereafter. It is anticipated that seven (7) contracts will be awarded in whole or in part to the applicants who are determined to be the most advantageous to the County and taking into consideration the experience and qualifications of the individual attorney, specifically those with experience representing individuals in misdemeanor criminal and traffic matters, proceedings under the Code for the Care of Children, proceedings under the Juvenile Justice Code, proceedings in Domestic Violence Court, child support enforcement, and proceedings under the Code for Care and Treatment of Mentally Ill persons.

After completion of the evaluation, including discussions with the applicants during the evaluation, the County may elect to initiate contract negotiations. If selected, the applicant and the County will enter into an agreement for the services outlined in the proposal. The length of the contract will be from the date of award and continue for a term length of two (2) years with up to three (3), one-year optional extensions. The initial six (6) months of the term of the contract shall constitute a probationary period during which either party may evaluate the suitability and effectiveness of the arrangements. During this probationary period, the County reserves the right to terminate the agreement without cause upon written notice if it is determined that the engagement is not a good fit for the attorney or the County.

The attached contractual terms and conditions, Exhibit A, must be agreed to by the successful applicant and are hereby made a part of the contract entered into between the County and the successful applicant, unless specifically modified in writing.

V. Limitations

In addition to all other rights granted to it under Kansas law, Leavenworth County reserves the right to waive formalities in the proposal process, to accept or reject any or all proposals received if it is in the best interest of Leavenworth County, to negotiate with qualified applicants, or to cancel, in part or in its entirety, the request for applications if it is in the best interest of the County to do so. Leavenworth County also reserves the right to negotiate separately with any applicant whatsoever, in any manner necessary to serve the best interests of the County. The request for applications does not commit the County to pay any costs incurred in the preparation of a proposal.

XI. General Information

Please contact Misty Brown, County Counselor at mbrown@leavenworthcounty.gov or 913-684-0404 for further information.

XII. Representation

By submitting an application, each attorney represents that the attorney has read and understands the Request for Applications and is familiar with the locales, conditions and circumstances under which the work is to be performed. The attorney further represents that the attorney does not discriminate against any employee because of race, color, religion, sex, national origin, handicap, financial ability, age, or other non-job-related factors

EXHIBIT A

LEAVENWORTH COUNTY
GENERAL CONTRACTUAL PROVISIONS

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 agreement in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Governing Law and Venue.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas. Jurisdiction and venue of any suit in connection with the Agreement shall reside only in courts located in Leavenworth County, Kansas
3. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Assignment.** Neither the Contractor nor the County shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the County. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws and, as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The County is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the County's current budget year or (b) funds made available from any lawfully operated revenue producing source.
7. **Payment of Taxes.** The County shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement.
8. **Licenses and Permits.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this

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Agreement. Contractor shall notify the County immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the County in its discretion.

9. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Contractor are employees of the County and that no right of the County's civil service, retirement, or personnel rules accrue to such persons. The County shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the County to the Contractor.
10. **Anti-Discrimination Clause:** 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 agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the University or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 10 (with the exception of those provisions relating to the ADA) are not applicable to a Contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

11. **Representative's Authority To Contract.** By signing this contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to

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execute this contract on behalf of Contractor and that Contractor agrees to be bound by the provisions thereof.

12. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
13. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
14. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
15. **Disclaimer of Liability.** The County shall not hold harmless or indemnify the Contractor for any liability whatsoever. No provision of this Agreement will be given effect that attempts to require the County to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the County is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
16. **Termination for Default.** If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as is required in this Agreement, or commits any other substantial breach of this Agreement, the County may notify the Contractor in writing of nonperformance and, if not cured in ten days or any longer time specified in writing by the County, the County may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The County shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the County may withhold from amounts due the Contractor such sums as the County deems to be necessary to protect the County against loss caused by the Contractor because of the default.

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Contractor has notified the County within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the County and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the County shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that,

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but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the County and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Contractor will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the Contractor is adjudged bankrupt or insolvent;
- If the Contractor makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Contractor or any of his property;
- If the Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the Contractor repeatedly fails to supply sufficient services;
- If the Contractor disregards the authority of the County;
- Acts other than those specified may constitute substantial breach of this Agreement.

17. **Termination for Convenience.** The County may, when the interests of the County so require, terminate this contract in whole or in part, for the convenience of the County. The County shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The County shall pay the Contractor the following amounts:

All costs and expenses incurred by the Contractor for work accepted by the County prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the Contractor for work not yet accepted by the County but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

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18. **Arbitration, Damages and Warranties.** Notwithstanding any language to the contrary, no interpretation of this Agreement shall find that the County has agreed to binding arbitration, or the payment of damages or penalties. Further, the County does 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 County at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
19. **Ownership of Materials.** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to this Agreement, shall be in the County.
20. **Availability of Records and Audit.** The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Contractor agrees to make available at the offices of the County at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the County. Except for documentary evidence delivered to the offices of the County, the Contractor shall preserve and make available to persons designated by the County his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer. Nothing in this paragraph shall be interpreted to infringe upon the attorney client privilege or attorney work doctrine.
21. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit the Contractor's liability to the County as such liability may exist by or under operation of law.
22. **Indemnification.** Contractor shall indemnify, defend, and hold the County harmless from and against all claims, losses, damages, or costs arising from or in any way related to Contractor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
23. **Authority to Contract.** Contractor represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.

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