

CONTRACT
VILLAGE ATTORNEY

Contract made and entered into this 11 day of April, 2022, by and between the Village of Coney Island, hereinafter referred to as "Village", and Curtis, Heinz, Garrett & O'Keefe, P.C., and Edward J. Sluys, collectively hereinafter referred to as "Village Attorney":

WITNESSETH:

WHEREAS, it is the desire of the Village and the Village Attorney to reduce to writing the terms under which Village Attorney will perform services as Village Attorney for the Village of Coney Island,

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Engagement: Village hereby engages Curtis, Heinz, Garrett & O'Keefe, P.C., with Edward J. Sluys being primarily responsible and holding the official title as Village Attorney, and they hereby accept such engagement upon the terms and conditions hereinafter set forth.
2. Engagement Period: The engagement period shall commence as of the date of execution hereof and shall continue until a successor is appointed and qualified as provided by law, unless earlier terminated by either party effective 60 days following written notice thereof to the other party.
3. Licensed: Edward J. Sluys is and shall remain duly licensed to practice law in the State of Missouri.
4. Duties: The Village Attorney shall provide general municipal legal services on

an as needed basis including, but not limited to, advising appointed and elected officials, drafting legal memoranda, contracts, ordinances and resolutions, and representing the Village in legal proceedings.

5. Fees: The Village Attorney shall be paid at the rate of Two Hundred Dollars (\$200.00) per hour for Edward J. Sluys and other partners of the firm, One Hundred and Seventy-Five Dollars (\$175.00) per hour for attorneys who are associates of the firm, One Hundred Dollars (\$100.00) per hour for paralegal services and Seventy-Five Dollars (\$75.00) per hour for law clerk services. Edward J. Sluys is authorized to utilize the services of other lawyers in the firm of which he is a member for the performance of any of the duties hereinabove set forth.

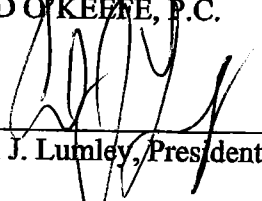
6. Out-of-Pocket Expenses: In addition to the fees set forth above, Village Attorney shall be reimbursed for all direct out-of-pocket expenditures incurred in the rendering of such services, including but not limited to court costs, subpoena costs, expert and other witness fees, deposition costs, court reporter fees, report costs, costs of photographs and videotapes, external copying costs, costs of exhibits, long distance travel costs, delivery charges, conference call charges, extraordinary postage, electronic research costs, and other expenses incurred in handling the Client's legal matters. Firm may request Client to pay expenses directly to third party sources.

7. Invoices and Payment: Village Attorney shall prepare and submit a statement to Village for legal services on a monthly basis stating the rate charged for services provided. Such fees shall be due and paid to Village Attorney no later than thirty (30) days following the date of each such statement. All said services shall be under the direction and control of Edward J.

Sluys. All payments shall be made to Curtis, Heinz, Garrett & O'Keefe, P.C.

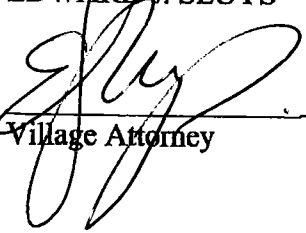
IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

CURTIS, HEINZ, GARRETT
AND O'KEEFE, P.C.



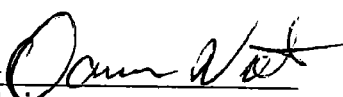
Carl J. Lumley, President

EDWARD J. SLUYS



Village Attorney

VILLAGE OF CONEY ISLAND

 4-11-2022

Chairman

ATTEST:

 Clerk. 4/11/22

Jennifer Miflet, Village Clerk