

CITY ATTORNEY AGREEMENT

This City Attorney Agreement is entered into by and between the City of Clemson, South Carolina ("City"), and the King Kozlarek Law LLC ("City Attorney"), effective the 5th day of December 2023.

1. As set forth in Section 2-60 of the Clemson City Code, in effect as of the date first printed above, and subject to the South Carolina Rules of Professional Conduct governing attorneys, that:

It shall be the duty of the City Attorney whenever called upon by the City Council, when the necessity arises, to give advice and direction to the Council, or any member thereof, or to the City clerk, City Finance Director, City Administrator, Chief of Police, or any other authorized City Officers or employee on all legal questions which may arise in the course of the administration of the municipal government, or in the discharge of the duties of their respective offices; and, whenever required to do so by the City Council, the City Attorney shall give such attorney's legal opinion in writing. The City Attorney shall draw or supervise the drawing or drafting of all ordinances, and other instruments of writing relative to the business of the Municipality, when required to do so by the City Council or any member thereof; shall, whenever notified to do so, attend the Municipal Court and meetings of the Council and shall take charge of all prosecutions of the offenders and conduct the correspondence on all legal subjects which it may become necessary to investigate; and generally shall be careful that the Council and officers fall into no error of law in the administration and management of the business and affairs of the municipality.

2. Remuneration for provision of these services shall be a flat monthly payment of \$7,000, payable in advance on the first day of each month, beginning with a prorated payment of \$6,096, payable on December 5, 2023. The City Attorney provides the following disclosures as may be required by Rule 1.5 of the South Carolina Rules of Professional Conduct:

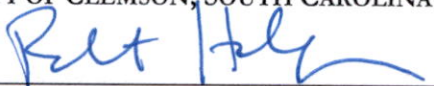
Each monthly payment, once received, becomes the City Attorney's property, and is not held in trust for the City's benefit or otherwise "billed against" for work performed. Despite this, as described by the South Carolina Rules of Professional Conduct, the City may be entitled to a refund of all or a portion of a monthly payment if the agreed-upon legal services are not provided. Because this Agreement contemplates a monthly, "fixed fee" payment, the City Attorney does not intend to maintain time-related records of work performed.

3. The City Attorney serves at the pleasure of the City Council for one year, provided, however, this Agreement and the City Attorney's performance may be reviewed at any time, from time to time, as the City Council, in its sole discretion, deems appropriate. The City Council shall conduct a performance review annually. This Agreement automatically continues in the event a performance review is not conducted or until such time as the City Council determines to not renew this Agreement. Any non-emergency amendments shall be in writing and signed by both parties.

4. The City Attorney has the right to terminate this Agreement upon 90 days' written notice to the City.

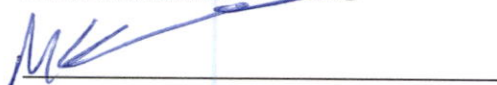
5. The City Attorney shall not represent the City in the prosecution of the City's criminal cases in Municipal Court.

CITY OF CLEMSON, SOUTH CAROLINA



By: The Honorable Robert Halfacre
Its: Mayor

KING KOZLAREK LAW LLC



By: Michael E. Kozlarek
Its: Managing Attorney

[NOTHING SUBSTANTIVE FOLLOWS]