

BILL NO. 10-23

ORDINANCE NO. 1043

AN ORDINANCE APPOINTING A PROSECUTING ATTORNEY AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN THE CITY OF WRIGHT CITY AND ERIC KINNAW FOR PROSECUTING ATTORNEY SERVICES.

WHEREAS, a vacancy exists in the office of Prosecuting Attorney as of July 10, 2023; and,

WHEREAS, to fill that vacancy, pursuant to Section 115.030 and Section 125.260 of the Wright City Municipal Code, the Mayor desires to appoint Eric Kinnaw as Wright City's Prosecuting Attorney with the advice and consent of the Board of Aldermen; and,

WHEREAS, the City also desires to formally engage Mr. Kinnaw to represent the City as Prosecuting Attorney; and

WHEREAS, to that end, the City desires to authorize the Mayor to execute a contract with Mr. Kinnaw for Prosecuting Attorney services.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WRIGHT CITY, MISSOURI, AS FOLLOWS:

SECTION I. The Mayor with the consent and approval of the majority of the members of the Board of Aldermen, does hereby affirm the appointment of Eric Kinnaw as Prosecuting Attorney of the City of Wright City, Missouri and who shall serve at the pleasure of the Mayor and Board of Aldermen until terminated by the City or by Mr. Kinnaw. The powers and duties of such office shall be as established in Section III below and the compensation shall be as set forth in the attached agreement which is hereby approved in substantially the form of Exhibit A ("Contract for Prosecutor Services"), attached hereto and incorporated herein by reference.

SECTION II. That the Mayor is hereby authorized to execute the Contract for Services on behalf of the City.

SECTION III. The duties of the position of "City Prosecuting Attorney" include, but not limited to, the following:


- In his discretion, prosecute on behalf of Wright City municipal ordinance, traffic, or other code violations referred to him unless Prosecuting Attorney has a conflict of interest regarding a particular matter;
- Attending and representing City at the twice-monthly, regularly scheduled Municipal Court Dockets; however, should Prosecuting Attorney be unable to attend such court dockets, Prosecuting Attorney shall inform City of such inability at least one week prior to the next court docket;
- Attending and representing City in all appeals of municipal ordinance, traffic, or other code violations from the Wright City Municipal Court to the Warren County Circuit Court;

- Provide constant availability for providing prosecutorial assistance to the Wright City Police Department; and
- Any and all other related legal services on behalf of City that may be requested by the Mayor or Board of Aldermen from time to time, including informal opinions as may be requested by the Mayor, City Attorney, the Board of Aldermen, the City's Chief of Police, or code violation officers.

The Prosecuting Attorney shall serve at the pleasure of the Mayor and Board and may be removed by the Mayor with the consent of a majority of the entire Board of Aldermen or may be removed by a two-thirds (2/3) vote of the entire Board of Aldermen, independently of the Mayor's approval or recommendation.

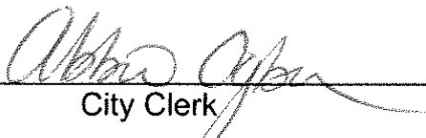
SECTION IV. This Ordinance shall take effect and be in full force from and after the passage and approval thereof.

READ TWO TIMES AND PASSED by the Board of Aldermen of the City of Wright City, Missouri, this 13th day of July 2023.



President of the Board of Aldermen

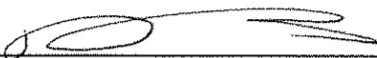
ATTEST:



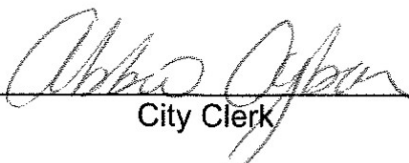
City Clerk

APPROVED BY THE MAYOR of the City of Wright City, Missouri, this 13th day of July 2023.

ATTEST:



Mayor



City Clerk

Contract for Prosecutor Services

This agreement made this 13 day of July 2023 between the City of Wright City, Missouri, a political subdivision of the State of Missouri and having a principal place of business at 636 Westwoods Road, Wright City, Missouri, (hereinafter "City"), and Eric Kinnaw (hereinafter "Prosecuting Attorney").

In consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

DUTIES OF PROSECUTING ATTORNEY:

Prosecuting Attorney shall diligently and to the best of his ability perform any and all legal services for City generally encompassed within the scope of the position of "City Prosecuting Attorney" including, but not limited to the following:

- Representing City in any and all municipal traffic or criminal matters in which the City is a party unless Prosecuting Attorney has a conflict of interest regarding a particular matter;
- Attending and representing City in two regularly scheduled Municipal Court Dockets per month. Should Prosecuting Attorney be unable to attend such court dockets, Prosecuting Attorney shall inform City of such inability at least one week prior to said court docket;
- Attending and representing City in any and all appeals to the Circuit Court within municipal traffic or criminal matters. Should Prosecuting Attorney be unable to attend court dates on such appeals, Prosecuting Attorney shall make his own separate arrangements for representation of the City at such court date;
- Provide constant availability for providing assistance to the Wright City Police Department; and
- Any and all other related legal services on behalf of City that may be requested by the Mayor or Board of Aldermen from time to time, including informal opinions as may be requested by the Mayor, City Attorney, the Board of Aldermen, the City's Chief of Police, or code violation officers.

DUTIES OF CITY:

The City agrees that it shall keep Prosecuting Attorney reasonably apprised of information necessary to assist Prosecuting Attorney in performance of the above-listed Duties of Prosecuting Attorney and compensate Prosecuting Attorney for his services in accordance with Compensation section immediately below.

COMPENSATION

The City agrees to pay to the Prosecuting Attorney a sum of \$250.00 per Municipal Court Docket in which Prosecuting Attorney represents City. Prosecuting Attorney shall submit an invoice for payment of services monthly on a date mutually agreed upon by City and Prosecuting Attorney. City shall make such payments on a monthly basis in accordance with City's policies and procedures for paying invoices. The compensation listed in this section is to be considered compensation for all services (see Duties of Prosecuting Attorney) provided by Prosecuting Attorney during a calendar month. Therefore, unless otherwise approved by the Board of Aldermen, *the maximum amount of compensation paid to Prosecuting Attorney under this agreement shall be \$500.00 in any calendar month.* If the Prosecuting Attorney represents City in an appeal to the Circuit Court within municipal traffic or criminal matters, compensation for prosecuting attorney will be a rate of \$150.00 per hour to be specified in an invoice.

Contract for Prosecutor Services

This agreement made this 19 day of July 2023 between the City of Wright City, Missouri, a political subdivision of the State of Missouri and having a principal place of business at 636 Westwoods Road, Wright City, Missouri, (hereinafter "City"), and Eric Kinnaw (hereinafter "Prosecuting Attorney").

In consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

DUTIES OF PROSECUTING ATTORNEY:

Prosecuting Attorney shall diligently and to the best of his ability perform any and all legal services for City generally encompassed within the scope of the position of "City Prosecuting Attorney" including, but not limited to the following:

- Representing City in any and all municipal traffic or criminal matters in which the City is a party unless Prosecuting Attorney has a conflict of interest regarding a particular matter;
- Attending and representing City in two regularly scheduled Municipal Court Dockets per month. Should Prosecuting Attorney be unable to attend such court dockets, Prosecuting Attorney shall inform City of such inability at least one week prior to said court docket;
- Attending and representing City in any and all appeals to the Circuit Court within municipal traffic or criminal matters. Should Prosecuting Attorney be unable to attend court dates on such appeals, Prosecuting Attorney shall make his own separate arrangements for representation of the City at such court date;
- Provide constant availability for providing assistance to the Wright City Police Department; and
- Any and all other related legal services on behalf of City that may be requested by the Mayor or Board of Aldermen from time to time, including informal opinions as may be requested by the Mayor, City Attorney, the Board of Aldermen, the City's Chief of Police, or code violation officers.

DUTIES OF CITY:

The City agrees that it shall keep Prosecuting Attorney reasonably apprised of information necessary to assist Prosecuting Attorney in performance of the above-listed Duties of Prosecuting Attorney and compensate Prosecuting Attorney for his services in accordance with Compensation section immediately below.

COMPENSATION

The City agrees to pay to the Prosecuting Attorney a sum of \$250.00 per Municipal Court Docket in which Prosecuting Attorney represents City. Prosecuting Attorney shall submit an invoice for payment of services monthly on a date mutually agreed upon by City and Prosecuting Attorney. City shall make such payments on a monthly basis in accordance with City's policies and procedures for paying invoices. The compensation listed in this section is to be considered compensation for all services (see Duties of Prosecuting Attorney) provided by Prosecuting Attorney during a calendar month. Therefore, unless otherwise approved by the Board of Aldermen, *the maximum amount of compensation paid to Prosecuting Attorney under this agreement shall be \$500.00 in any calendar month.* If the Prosecuting Attorney represents City in an appeal to the Circuit Court within municipal traffic or criminal matters, compensation for prosecuting attorney will be a rate of \$150.00 per hour to be specified in an invoice.

MISCELLANEOUS

The City and the Prosecuting Attorney do hereby mutually agree to the following:

A. It is acknowledged and agreed by the parties hereto that this Agreement may be terminated by either party upon written or oral notice communicated to the other party. Said termination is to be effective upon the receipt of said notice. It is understood that if the Prosecuting Attorney desires to terminate the Agreement, Prosecuting Attorney will give City sufficient notice in compliance with all ethical duties to allow City time to cover all pending matters.

B. Notwithstanding the foregoing all notices shall be deemed sufficient if mailed by certified mail, postage prepaid, addressed as follows:

(1) To Prosecuting Attorney: Eric Kinnaw
211 Molina Way
St. Peters, Missouri 63304

(2) To City: City Clerk
636 Westwoods Road
Wright City, Missouri 63390

C. The failure of the City in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option herein, shall not be construed as a waiver or a relinquishment for the future of such term or option, but that the same shall continue in full force and effect.

D. The terms and provisions of this Agreement shall be binding upon the parties hereto, their legal representatives, successors and assigns.

E. This instrument contains the entire agreement between the parties and no statement, promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this written contract, shall be valid or binding unless specifically referred to herein: and this contract may not be enlarged, modified or altered except in writing signed by the parties and attached hereto.

In Witness Whereof, the parties have signed this Agreement, each of which is to be deemed an original, on the day and year first above written.

The City of Wright City, Missouri

Prosecuting Attorney

By: _____



Mayor

/s/Eric P. Kinnaw

Eric Kinnaw, Mo. Bar No. 72881

