

BILL NO.: 24-0729

ORDINANCE NO.: 24- 0298

INTRODUCED BY: COUNCIL MEMBER(s) Groetke

1           AN ORDINANCE AUTHORIZING THE JEFFERSON COUNTY,  
2 MISSOURI, COUNTY COUNSELOR BY AND THROUGH THE COUNTY  
3 EXECUTIVE TO ENTER INTO CONTRACTS WITH THE LAW FIRM OF  
4 HELLMICH, HILL & RETTER, LLC, TO ACT AS SPECIAL COUNTY  
5 COUNSELORS FOR THE PURPOSE OF REPRESENTING JEFFERSON  
6 COUNTY, MISSOURI, AND ITS ELECTED OR APPOINTED OFFICERS AND  
7 STAFF BEFORE THE COUNTY EMPLOYEES MERIT SYSTEM  
8 COMMISSION, IN THOSE INSTANCES WHERE THE DEPARTMENT OF THE  
9 COUNTY COUNSELOR IS CONFLICTED OUT OF SUCH REPRESENTATION.

10           WHEREAS, Sections 8.1 and 8.2 of the Home Rule Charter of Jefferson County,  
11 Missouri, provide for the establishment of a County Merit System and A County Merit  
12 System Commission (“Commission”) whereby County Merit System employees are  
13 entitled to a review hearing before such Commission in the event of involuntary  
14 discharge from employment, suspension without pay, or reduction in pay without just  
15 cause; and

16           WHEREAS, Chapter 120 of the Jefferson County Code provides a procedure for  
17 County Merit System employees to file appeals of such action to the Commission, for the

**FILED**

JUL 30 2024

JEANNIE GOFF  
COUNTY CLERK, JEFFERSON COUNTY, MO

1 Commission to hear such appeals, and authority for the Commission to sustain, overturn,  
2 or modify the action imposed by the elected or appointed County Officer; and,

3 **WHEREAS**, pursuant to the Merit System Commission Hearing Procedure, “The  
4 County and/or County staff shall be represented by the County Counselor’s Office[,]” in  
5 such an appeal hearing; and,

6 **WHEREAS**, instances can arise where there is a conflict that prohibits the  
7 County Counselor’s Office from representing the County and/or County staff in such  
8 appeal hearings; and

9 **WHEREAS**, such a conflict could arise where the County employee who has  
10 been disciplined or discharged, and is appealing such action, is an attorney or staffer in  
11 the County Counselor’s Office, and/or the County Counselor and/or attorneys in the  
12 County Counselor’s Office serve as witnesses in the appeal hearing; and

13 **WHEREAS**, in such instances, the County Counselor would need to employ a  
14 Special County Counselor, from outside the employ of the County Counselor’s Office, to  
15 handle the representation of the County and/or County staff in front of the Commission;  
16 and,

17 **WHEREAS**, due to the short deadlines in the procedure of Merit System appeals  
18 and the speed with which a Merit System employee’s appeal is heard (e.g., hearing is set  
19 within ten (10) business days after receiving the appeal), it would be prudent to have a  
20 procedure in place to allow the County Counselor to swiftly employ a competent outside  
21 attorney as a Special County Counselor for this purpose; and,

1           **WHEREAS**, pursuant to Section 56.640 RSMo., the County Counselor exercises  
2 “exclusive authority in all civil suits or actions in which the county . . . is a party[;]” and,

3           **WHEREAS**, further, pursuant to Section 56.660 RSMo., the County Counselor  
4 has the authority to “with the approval of the county commission or the governing body  
5 of such county, employ special county counselors to represent [the] county in prosecuting  
6 or defending any suit by or against such county, or any official of such county acting in  
7 the county counselor’s official capacity [;]” and,

8           **WHEREAS**, pursuant to said sections of the Revised Statutes of Missouri, the  
9 County Counselor also has the authority to “pay such special county counselors a  
10 reasonable compensation, which shall be fixed by the county commission or the  
11 governing body of such county and paid out of such funds as the county commission or  
12 the governing body may direct, for their services[;]” and,

13           **WHEREAS**, the County Counselor, as the County Officer having exclusive  
14 authority in civil suits, and having the authority to employ Special County Counselors in  
15 accordance with the above-quoted provisions, believes that the Law Firm of Hellmich,  
16 Hill & Retter, LLC, 1049 North Clay Avenue, Kirkwood, Missouri 63122 would be the  
17 proper law firm to represent the County and/or County staff in any Merit System appeals  
18 where a conflict, such as the one described above, prevents the County Counselor’s  
19 Office from representing the County and/or County staff in the appeal hearing; and,

20           **WHEREAS**, it should be noted that attorney William “Bill” Hellmich, Esq.,  
21 partner at Hellmich, Hill & Retter, LLC, has represented Jefferson County, Missouri, as

1 insurance defense counsel, and pursuant to separate contract, has represented the County  
2 in a variety of legal matters over a span of many years; and,

3 **WHEREAS**, to that end the County Counselor proposes that the County Council  
4 enact an Ordinance to authorize the County Counselor, without further need for  
5 legislation, to employ Hellmich, Hill & Retter, LLC, pursuant to the terms of the contract  
6 attached hereto as Exhibit A, and incorporated herein via reference as if fully set forth,  
7 whenever such a conflict arises for the County Counselor's Office concerning a County  
8 Merit System appeal; and,

9 **WHEREAS**, the County Council finds that it is in the best interest of the County  
10 to enact such an Ordinance.

11 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,**  
12 **COUNCIL, AS FOLLOWS:**

13 Section 1: The County Counselor for Jefferson County, Missouri, by and  
14 through the County Executive is authorized to enter into contracts pursuant to Sections  
15 56.640 through 56.660 of the Revised Statutes of Missouri with the Law Firm of  
16 Hellmich, Hill & Retter, LLC, 1049 North Clay Avenue, Kirkwood, Missouri, 63122, in  
17 order for that Law Firm to act as Special County Counselors in representing the County  
18 and/or County Staff before the Commission in those instances where, in the judgment of  
19 the County Counselor, a conflict prevents the County Counselor's Office attorneys from  
20 undertaking that representation.

1           Section 2:     Any such contract shall be pursuant to the terms set forth in the  
2 form contract that is attached hereto as Exhibit “A” and incorporated by reference as  
3 though fully set forth.

4           Section 3:     Any such contract shall be subject to budgetary limitations.

5           Section 4:     The County Executive, on behalf of the County and the County  
6 Counselor, is hereby authorized to execute any and all documents and take any and all  
7 actions necessary to carry out the intent of this Ordinance.

8           Section 5:     This Ordinance shall be in full force and effect immediately upon  
9 approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not  
10 affect the remainder of this Ordinance.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

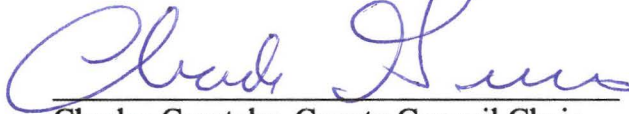
**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	<u>yes</u>
Council Member District 2, Gene F. Barbagallo	<u>yes</u>
Council Member District 3, Lori Arons	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Scott Seek	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, Bob Tullock	<u>yes</u>

THE ABOVE BILL ON THIS 22 DAY OF July, 2024:

PASSED

FAILED



Charles Groeteke, County Council Chair



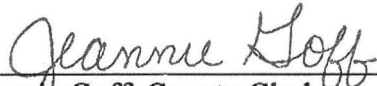

Cherlynn Boyer, Council Executive Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 24 DAY OF July, 2024.

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

  
\_\_\_\_\_  
Dennis J. Gannon, County Executive

**ATTEST:**

  
\_\_\_\_\_  
Jeannie Goff, County Clerk  


Reading Date: 07-22-2024



ORDINANCE NO.

24-0298



## ATTORNEY'S FEES AGREEMENT

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between Jefferson County, Missouri ("Client"), and the law firm Hellmich, Hill & Retter, LLC, ("Attorneys") for the purposes stated below.

1. Client retains and employs Attorneys as Special County Counselors to represent Client in the Merit System Commission Appeal for Jason Emmons due to a conflict of interest by the Jefferson County Counselor's Office.
2. Attorneys are authorized and empowered to take all appropriate steps to represent Client in such an Appeal, subject to Client's agreement on all non-ministerial matters.
3. The fees for Attorneys' work shall be charged at the rate of Two Hundred Fifty Dollars (\$250.00) per hour for services of partners and Two Hundred Dollars (\$200.00) per hour for associates. Paralegal or clerical work will not be billed to Client. Time will be billed in increments of 1/10 of an hour. Each month an itemized invoice will be sent to Client specifying the services provided and the amounts due for services provided during the preceding month. Invoices will be payable within thirty (30) days. Attorneys reserve the right to suspend services if Client fails to make timely payments.
4. In addition to fees for legal representation, Client shall also pay all reasonable costs necessarily incurred in connection with Attorneys' representation of Client. These costs and expenses may include deposition expenses, outside copying charges, service of process charges, and other reasonable expense incurred in the course of the employment of Attorneys. Such costs and expenses, if any, shall be itemized and included in Attorneys' monthly invoices.
5. Client shall have the right to terminate Attorneys' employment at any time upon written notice to Attorneys. Such termination shall not, however, relieve Client from the obligation to pay for services rendered and costs or expenses paid or incurred on behalf of client prior to the date of termination.
6. Attorneys shall have the right to withdraw from Client's employ at any time upon written notice to Client.
7. Jefferson County warrants that Dennis Gannon, County Executive, is duly authorized by Ordinance to enter into this Agreement on behalf of Jefferson County and bind Jefferson County to its terms.
8. Attorneys shall serve independent of the Office of the County Counselor for the duration of this Agreement.




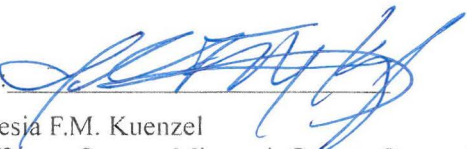
IN WITNESS WHEREOF, the parties have caused this agreement to be signed on the day, month, and year written above.

HELLMICH, HILL & RETTER, LLC

By:   
William A. Hellmich, Member

JEFFERSON COUNTY, MISSOURI

By:   
Dennis Gannon  
Jefferson County, Missouri, County Executive

By:   
Jalesja F.M. Kuenzel  
Jefferson County, Missouri, County Counselor