

BILL NO. 4945

ORDINANCE NO. 3665

INTRODUCED BY: ALDERMAN GLOWSKI
ALDERWOMAN MEHLER

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY PROSECUTOR FOR THE CITY OF BRENTWOOD, MISSOURI; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRENTWOOD, MISSOURI AS FOLLOWS:

SECTION 1. The Mayor of the City of Brentwood is hereby authorized to enter into an Agreement with Michael Shelton to serve as City Prosecutor for the City of Brentwood, as outlined in the attached and marked Exhibit A.

SECTION 2. This ordinance shall be in full force and effect from and after the date of its passage and approval according to law.

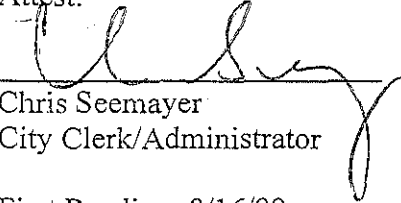
PASSED BY THE BOARD OF ALDERMEN THIS 16TH DAY OF AUGUST, 1999.

APPROVED BY THE MAYOR THIS 16TH DAY OF AUGUST, 1999.



Mark E. Kurtz, Mayor

Attest:



Chris Seemayer
City Clerk/Administrator

First Reading: 8/16/99

Second Reading: 8/16/99

EXHIBIT A
Agreement for Prosecuting Attorney
City of Brentwood

(1) Monthly Retainer Services. Brentwood will pay to you a monthly retainer fee of \$1,666.66 (or \$20,000 per year) on or about the first day of each month. The monthly retainer fee covers the following legal services (the "Normal Legal Services"):

- Your representation of the City of Brentwood with respect to the prosecution of all traffic code violations in municipal court or in the Circuit Court of St. Louis County;
- Your representation of the City of Brentwood with respect to the prosecution of all building code violations in municipal court or in the Circuit Court of St. Louis County;
- Your availability to consult with the City Administrator, Police Chief or other City officials on routine prosecutorial matters on an as needed basis.
- Your meeting with the City Attorney on a regular basis.

(2) Period of Legal Charges. The monthly retainer of \$1,666.66 shall continue in effect and unchanged in amount for a period of twelve (12) months from the date hereof, subject however, to the termination rights set forth in Paragraph 10 hereof.

(3) Orientation Period. You shall thoroughly familiarize yourself with Brentwood's legal matters, its City Code, and other documents, and also with the functions of the City's boards, commissions and committees, and you shall consult with attorneys currently representing the City without charge to Brentwood.

(4) Absences. When you are not available due to scheduling conflicts or the like, you shall designate another attorney to be available to the City under the same terms and conditions noted herein. The City Administrator, the City Attorney and appropriate City personnel shall be advised of the name and qualifications of the attorney to be contacted when you are unavailable. You will be advised by the City Attorney when the City Attorney will not be available and you shall substitute at City boards, commission, and committee meetings at no extra charge by you to Brentwood.

(5) Other Legal Counsel. Brentwood reserves the right to employ you or to employ or continue to employ other legal counsel from time to time for specific projects or matters. If you are so employed, you shall be paid \$120.00 per hour.

(6) Billing Procedures. On a monthly basis you shall bill Brentwood for your legal services and shall provide Brentwood with such details as it may request from time to time, including without limitation, hourly reports, itemization and the like.

(7) Cash Outlay. Brentwood shall reimburse you for your normal cash outlays.

(8) Conflicts of Interest. It is essential that any conflicts of interest or potential conflicts of interest be avoided. To that end, you shall be advised on an ongoing basis by the City Administrator and the City Attorney of such matters, litigation or clients they are handling that might present such interest conflicts. Brentwood shall have the right at its discretion to request that you avoid any actions that may present conflicts of interest for you.

(9) Confidentiality. You shall, at all times, maintain confidentiality with respect to the matters you are handling on behalf of Brentwood.

(10) Right of Termination. Either party to this Agreement shall have the right to terminate it in its entirety at any time with or without cause. Any such termination shall become effective thirty (30) days after written notice to the other party of such termination intention.

(11) Arbitration in the Event of Disputes. Any controversy or claims arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction thereof.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

(12) Effective Date. This Agreement shall become effective following its execution by you and the passage by the Board of Aldermen of Brentwood of an appropriate ordinance adopting this Agreement.

CITY OF BRENTWOOD

By: Mark E. Kurtz
Mark E. Kurtz, Mayor

ACCEPTED AND AGREED TO:

By: Michael Shelton
Michael Shelton