

BILL NO. 31-16

ORDINANCE NO. 2288

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH THE GRAVILLE LAW FIRM, LLC AND THE CITY OF WARRENTON, MISSOURI, FOR LEGAL SERVICES

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

SECTION I. That the City of Warrenton, Missouri enter into a Contract with THE GRAVILLE LAW FIRM, LLC for legal services as set forth in the Contract attached hereto and made a part of this Ordinance by reference.

SECTION II. That the Mayor is hereby authorized and directed to execute on behalf of the City said Contract.

SECTION III. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.


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 Warrenton, Missouri, this 2nd day of August, 2016.




President of the Board of Aldermen

APPROVED BY THE MAYOR of the City of Warrenton, Missouri, this 2nd day of August, 2016.



Mayor

ATTEST:



City Clerk

EMPLOYMENT AGREEMENT

Christopher B. Graville and the Graville Law Firm, LLC proposes the following terms and conditions for legal services to the City of Warrenton ("City"), for a one (1) year term, following the effective date of this Agreement. **The following Agreement can be terminated at any time with written notice to either party:**

I. RETAINER SERVICES:

For the fee of \$5,872.50 per month the following legal services shall be included in the retainer:

A. CITY ATTORNEY SERVICES:

1. Drafting and reviewing of ordinances and resolutions as may be required for the regular operation of the city government.
2. Render informal legal opinions as may be required by the Mayor, members of the Board of Aldermen, department heads, and the employees authorized to request such opinions.
3. Respond to citizen inquires as directed by the Mayor and members of the Board of Aldermen.
4. Promptly notify the Mayor and Board of Aldermen of any and all litigation filed against the City, or against the Board of Aldermen, or any City Commission or Committees, or against any City Official or Employee sued in his or her official capacity or as an employee of the City, and shall thereafter consult with and advise the Mayor and Board of Aldermen regarding the nature of such litigation, and shall advise the Board of Aldermen and Mayor of the status of such litigation.
5. Attendance and representation at the two regularly scheduled Board of Aldermen meetings and as needed, attendance at the regularly scheduled Planning and Zoning meeting. On meeting days, be present at City Hall no later than 3:00 P.M. to answer any staff questions and/or work on City projects designated by the Mayor, Board of Aldermen or the City Director of Operations.

B. CITY PROSECUTOR SERVICES:

1. Attendance at the one regularly scheduled Municipal Court date.
2. Prepare and prosecute any municipal ordinance violations filed in Municipal Court.

3. Render informal opinions as may be requested by the Chief of Police, City of Warrenton Police Officers or Code Violation Officers.
4. When necessary, provide an Assistant Prosecuting Attorney to assist in the prosecution of Municipal Court.

The following services shall be rendered to the City at the rate of \$150.00 per hour:

1. Attendance at meetings and Municipal Court dates not included in retainer services.
2. Upon authorization from the Mayor or any member of the Board of Aldermen:
 - a. Research and preparation of written memorandums or written opinions.
 - b. Prosecution of municipal court cases in the Circuit Court of Warren County on trial de novo cases and jury tried cases.

II. GENERAL LITIGATION:

Services required for litigation matters pending in state or federal courts shall be rendered at a rate of \$150.00 per hour. This rate will not apply to anti trusts or annexation litigation (either as plaintiff or defendant) or to defense of civil rights claims. The fees for litigation not included herein shall be agreed to prior to the time such services shall be rendered. Unless and until special counsel is authorized and retained for such litigation, the City Attorney shall represent the City and its interest in such litigation.

III. LABOR/ANNEXATION/BONDS:

Services requiring labor, annexation or bond specialists shall be rendered at the rate of \$150.00 per hour.

IV. OUT-OF-POCKET EXPENSES:

In addition to the fees set forth above, Christopher B. Graville shall be reimbursed for direct out-of-pocket expenditures incurred in the rendering of such services as follows:

- a. Travel expenses including transportation, food and lodging while on City business away from the 12th Judicial Circuit and upon approval of such travel in advance by the appropriate city official.
- b. Special courier or messenger services when required by the City.
- c. Photocopy or document reproduction costs when required by the City for use in legal proceedings and out-of-pocket litigation costs such as depositions and expert witness

fees.

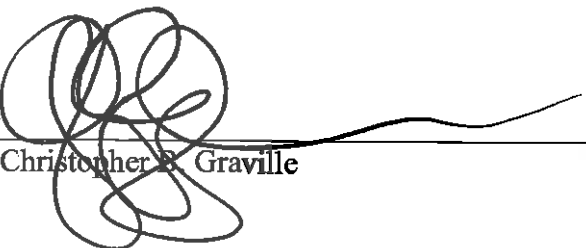
V. OTHER SERVICES:

It is estimated that this proposal will cover all required legal services. In the event there is a need for services not described, or specifically excluded, the fees for such services shall be reviewed with the City prior to such undertaking.


VI. MISCELLANEOUS:

- a. No general overhead costs incurred by The Graville Law Firm, LLC in rendering such services shall be billed to the City. Further, the City shall not provide any insurance or pension benefits for Christopher B. Graville.
- b. The City will cover all expenses directly related to the costs of operating the Municipal Court.
- c. In the event that Christopher B. Graville cannot serve as Prosecuting Attorney on a Municipal Court matter the City will approve outside counsel to handle this matter at a rate of \$75.00 per hour.
- d. The City will provide office space equipped with a computer when written work projects are necessary during office hours.
- e. The City expressly consents and authorizes Christopher B. Graville to include, on its website or on any material of The Graville Law Firm, LLC, that the City is a client of Christopher B. Graville. After termination of this Agreement, Christopher B. Graville is authorized to refer to the City as a former client of Christopher B. Graville during the years of services rendered.

Approved by Ordinance No. 2288 passed and approved on the 2nd day of August, 2016.

by 
Christopher B. Graville

CITY OF WARRENTON, MISSOURI

by 
Eric Schleuter, Mayor

ATTEST:


Melody Rugh, City Clerk