

RESOLUTION NO. R-15-49

A RESOLUTION AUTHORIZING THE HIRING OF INTERIM LEGAL SERVICES.

WHEREAS, the Council of the City of Gladstone, Missouri, has selected Williams & Campo Law Firm to provide interim City Counselor services for the City of Gladstone, Missouri; and

WHEREAS, the City and Williams & Campo Law Firm desire to execute an agreement for the duties, compensation, and other conditions for the provision of Interim City Counselor services;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the Mayor of the City of Gladstone, Missouri, is hereby authorized to execute an agreement for Interim City Counselor services with Williams & Campo Law Firm, under the terms and conditions as set out in such agreement.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 27TH DAY OF JULY, 2015.



Mayor Bill Garnos

ATTEST:



Ruth Bocchino, City Clerk

AGREEMENT

THIS AGREEMENT, entered into as of this 27th day of July, 2015, by and between the City of Gladstone, Missouri (hereinafter referred to as the “City”) and Williams & Campo, P.C. (hereinafter referred to as the “Law Firm”).

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

1. The Law Firm agrees to perform general legal services as directed from time to time by the City Manager. The City staff will endeavor to provide assistance in preparation of work papers, background information, or any other form of information required to represent the City as may be requested by the Law Firm.
2. The term of this agreement shall be from July 27, 2015, through January 1, 2016.
3. It is expressly understood and agreed that the maximum hourly rates to be paid to the Law Firm will be two hundred and twenty-five (\$225) per hour, plus reimbursable expenses. Rates, as billed, will not be in excess of the standard rate of the Law Firm for the persons performing the services. The maximum rate will not change without prior written notice to the City.
4. The hourly rates multiplied by the hours expended, plus reimbursable expenses, shall be the maximum that the Law Firm may charge for services. The charge for services shall be reasonable under all the circumstances. The City shall not be responsible for travel, duplicated, excessive, or unnecessary time.

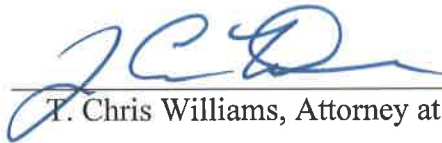
5. The Law Firm shall be paid progressively. Invoices from the Law Firm shall be submitted monthly during the term of the Agreement. All invoices shall state hours worked for each item. The City shall pay the Law Firm within thirty days of receipt of each invoice.
6. The Law Firm shall maintain office presence at the City of Gladstone City Hall on Mondays and Thursdays 8:00 a.m. through 5:00 p.m. unless otherwise directed by the City Manager. In addition, attendance is required at all City Council meetings and requested Planning Commission meetings.
7. The City may terminate this Agreement, in whole or in part, at any time by giving written notice to the Law Firm of such termination and specifying the effective date thereof.
8. The Law Firm shall secure and maintain, at its expense, and through the duration of this Agreement, professional liability insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate coverage. The Law Firm shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law.
9. The Law Firm acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. The Law Firm therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform services related to this Agreement, and that its employees are lawfully authorized to work in the United States.

IN WITNESS THEREOF, the City and the Law Firm have executed this Agreement as of the date first above written.

WILLIAMS & CAMPO, P.C.
LAWFIRM

CITY OF GLADSTONE, MISSOURI

By: _____


T. Chris Williams, Attorney at Law

By: _____


Mayor Bill Garnos

Attest:




Ruth Bocchino, City Clerk