

RESOLUTION NO. R-15-81

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WILLIAMS & CAMPO, PC LAW FIRM FOR CITY COUNSELOR LEGAL SERVICES FOR THE CITY OF GLADSTONE, MISSOURI.

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

WHEREAS, the City and Williams & Campo, PC Law Firm desire to execute an agreement for the duties, compensation, and other conditions for the provision of ongoing City Counselor legal 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 ongoing City Counselor legal services with Williams & Campo, PC 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 14TH DAY OF DECEMBER, 2015.



Mayor Bill Garnos

ATTEST:



Ruth Bocchino, City Clerk



All-America City

Gladstone



2008

**OFFICE OF THE CITY MANAGER
MEMORANDUM KLD #15-112**

DATE: DECEMBER 10, 2015

TO: BILL GARNOS, MAYOR
JEAN MOORE, MAYOR PRO TEM
CAROL SUTER, COUNCILMEMBER
BRIAN HILL, COUNCILMEMBER
R. D. MALLAMS, COUNCILMEMBER

FROM: KIRK DAVIS, CITY MANAGER

RE: CITY COUNSELOR SERVICES

Resolution R-15-81 allows the Mayor to execute an agreement with Williams & Campo, PC Law Firm for the provision of legal services to the City.

Chris Williams and the Williams & Campo Law Firm have provided a variety of legal services to the City in the past. Most recently, Mr. Williams has served as interim special counsel. In all cases, members of Williams & Campo have been responsive, thorough, professional, and a good fit for the City staff.

Staff recommends approval of the agreement. Please contact me should you have any questions or concerns.

AGREEMENT

THIS AGREEMENT, entered into as of this 14th day of December, 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 City Counselor legal services pursuant to Section 1.105.470 of the Municipal Code of the City. 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 advisory board meetings.
2. Chris Williams of the Law Firm is hereby designated and appointed as City Counselor for the City effective February 2, 2016. He shall serve as interim or acting City Counselor from the effective date of this Agreement until February 2, 2016.
3. The term of this Agreement shall begin on January 1, 2016 and shall continue until terminated by the parties as provided herein.
4. Compensation by the City to the Law Firm for City Counselor legal services shall be as follows:
 - a. General city counselor legal services shall be billed by the Law Firm on a flat fee basis each month calculated based on sixteen (16) hours per week at one hundred eighty dollars (\$180) per hour for fifty-one (51) weeks per year plus reimbursable

expenses; provided that the City Manager shall have the authority to administratively approve an increase in the monthly flat fee up to an additional four (4) hours per week in the event it is determined that actual hours necessary to provide the services consistently exceed sixteen (16) hours per week based on a periodic review of the work hours.

- b. Specialized legal services for economic development and litigation matters shall, subject to the prior approval of the City Manager, be billed on an hourly basis in addition to the flat fee per month in paragraph 4.a. above as follows:

- 1) Economic development matters where legal fees are paid by the applicant pursuant to a funding agreement and/or from the proceeds of project funds at the Law Firm's then current standard hourly rate for said services (currently ranging from \$200 per hour for associates to \$275 per hour for shareholders) plus reimbursable expenses.
- 2) Litigation matters at the Law Firm's then current standard hourly rate for said services (currently ranging from \$180 per hour for associates to \$250 per hour for shareholders) plus reimbursable expenses.

The maximum hourly rate for specialized legal services shall not change without prior written notice to the City. The hourly rates multiplied by the hours expended, plus reimbursable expenses, shall be the maximum that the Law Firm may charge for specialized legal services. The charge for specialized legal 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 for specialized legal services shall state hours worked for each item. The City shall pay the Law Firm within thirty days of receipt of each invoice.
6. The City or Law Firm may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof.
7. 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.
8. 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.
9. Upon its effective date of January 1, 2016, this Agreement supersedes and replaces the prior agreement between the parties for interim legal services dated July 27, 2015.

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

WILLIAMS & CAMPO, P.C.

CITY OF GLADSTONE, MISSOURI

By:


T. Chris Williams, President

By:


Mayor Bill Garnos

Attest:

 12/15/15
Ruth Bocchino, City Clerk