

INTRODUCED BY: Alderwoman Bickford

AN ORDINANCE APPOINTING A CITY ATTORNEY AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR LEGAL SERVICES

WHEREAS, the City desires to appoint K. Andrew Weber as City Attorney, for the City of Warson Woods, Missouri, and

WHEREAS, Mr. Weber is an attorney with Hamilton Weber LLC, and

WHEREAS, the City desires to approve and authorize the execution of a contract with Hamilton Weber LLC. for legal services.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WARSON WOODS, AS FOLLOWS:

Section One. K. Andrew Weber is hereby appointed City Attorney of the City of Warson Woods, Missouri. The City Attorney shall have authority to designate such other attorneys in his firm to act in his absence and to assist the City as may be deemed necessary or appropriate. The powers, duties and terms of such office shall be as may be established by ordinance and as set forth in the attached contract for legal services.

Section Two. The Mayor is hereby authorized to execute the contract for legal services with Hamilton Weber LLC, substantially in the form of that attached hereto and incorporated herein.

Section Three. This ordinance shall be in full force and effect on and after its passage and approval.

THIS BILL PASSED AFTER HAVING BEEN READ IN FULL TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF WARSON WOODS, MISSOURI THIS 17th DAY OF AUGUST 2021.

Laurance M. Howe, Mayor

ATTEST:

Kathy Mahany, City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACT FOR LEGAL SERVICES

This Contract For Legal Services (the “Contract”) is made and effective as of the 17th day of August, 2021 (the “Effective Date”), by and between the City of Warson Woods, Missouri, a fourth class city (the “City”) and Hamilton Weber LLC, a Missouri limited liability company (“HW”).

WHEREAS, K. Andrew “Drew” Weber (the “City Attorney”) has been appointed to serve as City Attorney for the City; and

WHEREAS, the City Attorney is an attorney with HW; and

WHEREAS, the City desires to engage HW to perform legal services for the City.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES EXPRESSLY MADE HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Term. As of the Effective Date, HW and the City Attorney are hereby engaged to perform legal services for the City, which engagement shall continue at the pleasure of the Mayor and Board of Aldermen of the City, until terminated by the City or HW.
2. License. The City Attorney and any Substitute Attorney (as hereinafter defined) shall be duly licensed to practice law in the courts of the State of Missouri.
3. Substitute Attorney. If the City Attorney cannot attend a meeting of the City Board of Aldermen or other board or commission, HW shall provide a substitute attorney from HW (“Substitute Attorney”) to attend such meeting. While attending meetings as provided herein, any Substitute Attorney shall be Acting City Attorney and shall have all duties and authorities of the City Attorney.
4. Legal Services. The City Attorney and HW shall provide legal services to the City under the direction and management of the City. The following services (the “Basic Services”) shall be rendered to the City at the rate of \$1,000.00 per month:
 - a. Attendance at Board of Aldermen, Planning & Zoning Commission, and Board of Adjustment meetings;
 - b. Reviewing ordinances, resolutions and contracts that are approved yearly by the Board of Aldermen, as to form; and
 - c. Telephone conferences, email correspondence, and in-person meetings with the Mayor, members of the Board of Aldermen, or other persons designated by the Mayor, relating to routine legal matters but excluding matters relating to litigation, public works projects, real estate transactions, cooperation agreements, or other similar matters. It will be the understanding of the

City and HW that routine legal matters are those upon which the cumulative attorney or paralegal time spent does not exceed thirty minutes. For any matter that HW believes would transition from being a routine legal matter to a billable matter, HW will consult with the Mayor prior to any billable time being incurred by the City.

Due to the uncertainty regarding whether the proposed compensation for the Basic Services will adequately cover the fees incurred in performing such work, the \$1,000 fee for the Basic Services be re-evaluated six (6) months after the Effective Date to determine if the fee should be increased or if the scope of the Basic Services should be decreased.

5. Charges for Other Legal Services. For legal services other than the Basic Services, the following hourly rates will be billed:

- a. Partners K. Andrew Weber, John H. Kilper, and all future partners of HW not named herein, will be billed at the rate of \$225.00 per hour;
- b. Partners John A. Young, V. Scott Williams, David T. Hamilton and Wm. Randolph Weber will be billed at the rate of \$270.00 per hour;
- c. Associate attorneys will be billed at the rate of \$170.00 per hour;
- d. Paralegals will be billed at the rate of \$100.00 per hour; and
- e. Support clerks will be billed at the rate of \$40 per hour.

HW agrees to use those persons with the lowest applicable billing rate who are competent to handle a particular matter. The rates expressed herein and in this paragraph 5 may be adjusted upward in such amount as the Mayor shall establish, in a proposed budget, the aggregate estimated sum of which the Board of Alderpersons shall approve annually in the budget adopted by the City, as the budget may thereafter be amended from time to time. Bond matters requiring issuance of a bond opinion or other formal opinions will be compensated at a Flat Fee as established between HW and the City, unless otherwise agreed.

6. Billing Procedures. HW's bills will be submitted monthly unless the parties agree to an alternative arrangement. All bills will include a summary statement of the categories of services rendered during the relevant period, and be accompanied by a detailed statement describing the services performed, the time expended each day and for the entire period by each attorney or paralegal, the hourly rates charged, and such additional details and explanations as may be requested by the City from time to time. Reimbursable expenses included on each bill will also be broken down by category. HW will maintain back-up documentation for all expenses for the City's review as may be necessary. In the event HW forwards invoices for certain expenses to be paid directly by the City, HW will transmit such invoices with any available back-up documentation and a letter explaining the purpose of such expense. The City shall render payment for monthly bills received from HW and approved by the City within thirty (30) days of receipt.

7. Cash Outlays. The City shall reimburse HW for its normal cash outlays and costs, including those reflected on Schedule A attached hereto.

8. Right of Termination. The City and HW shall have the right to immediately terminate this Contract in its entirety at any time with or without cause.

9. Additional Terms of Engagement. Legal services shall be performed subject to the Additional Terms of Engagement attached hereto and incorporated herein.

10. Compliance with Laws. If the Contract is for services expected to cost more than \$5,000.00, HW shall comply with of Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (attached as Exhibit 1) that the Consultant (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent.

11. Miscellaneous.

a. Severability. The provisions of this Contract shall be deemed severable.

b. Headings. The headings and captions of this Contract are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Contract or any provision hereof.

c. Entire Agreement: Amendment. The parties hereto agree that this Contract shall constitute the entire agreement between the parties and no other agreements or representations other than those contained in this Contract have been made by the parties. This Contract shall be amended only in writing and effective when signed by the duly authorized agents of the parties.

d. Counterparts. This Contract may be executed in multiple counterparts.

e. Governing Law. The laws of the State of Missouri shall govern the interpretation of this Contract.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

HAMILTON WEBER LLC

CITY OF WARSON WOODS

By: _____
K. Andrew Weber, Member

Laurance M. Howe, Mayor

ATTEST:

City Clerk

SCHEDULE A
Disbursement Charges

Reproduction/copying:	\$0. __ per page \$0. __ per page (color)
Mileage to and from the City:	No Charge
Computerized Legal Research:	LEXIS or Westlaw — Actual Allocated Cost
Special Postage:	Actual Cost of Service (e.g., Federal Express, UPS)
Courier Service:	Actual Cost of Service
Filing Fees:	Actual Cost
Other:	Actual Cost

ADDITIONAL TERMS OF ENGAGEMENT

Identification of the Client: It is understood that our client in this representation is the City, and not any individual officials or employees personally.

Terms of Engagement: Our representation begins upon our receipt of a signed copy of the Contract for Legal Services. Either the City or HW may terminate the engagement at any time for any reason by written notice, subject on our part to the rules of professional conduct for attorneys.

Use of Substitute Attorneys: HW is a law firm with attorneys qualified in many different practice areas and specialties. During the course of HW's representation, it may become necessary to give the City advice from other attorneys in the firm who are experienced on particular issues. Kindly understand that any advice from other attorneys besides me is being given to render more beneficial representation to the City.

Fees and Expenses: With respect to HW's charges, exact fees cannot be quoted. Estimates as to the cost of services should be considered as estimates, and not as exact predictions or promises. Fees for services are based upon the number of hours spent by firm's attorneys and by non-lawyer assistants. HW is mindful of the costs of legal services and understands that every client wishes to avoid unnecessary expense. Accordingly, it is our policy to use those persons with the lowest applicable billing rate who are competent to handle a particular matter. Your bill will be calculated based on the then-prevailing hourly charge for the particular attorney(s) who performed a service which is being billed on that statement.

In some instances, for purposes of giving more expert advice, lawyers outside HW are called upon for assistance. Prior to retention of or consultation with other counsel, the City will be consulted concerning (i) co-counsel and (ii) any fee arrangement with co-counsel. (Co-counsel charges will be noted on the City's invoice; time spent working with such co-counsel will be considered billable time.)

Monthly billing statements will include separate charges for out-of-pocket expenses. Fees and expenses of others (such as consultants and appraisers) may be billed directly to the City or by HW. The statement is due and payable within thirty (30) days of its date. If any statement goes unpaid past the payment due date, the firm reserves the right to suspend services until all fees and costs have been brought current. If an invoice is not paid within ninety (90) days of its date, we reserve the right, at any time thereafter, to withdraw from further representation and to terminate the engagement by written notice, subject on our part to the rules of professional conduct for attorneys. Oftentimes, outside costs and expenses are not billed to HW until the month following the legal work performed for the client. Therefore, such costs and expenses will be billed to the client after costs and expenses are paid by HW, even if the hourly fees for the legal work relating to such costs and expenses were incurred, and paid, in a prior month.

E-mail Communications: There will be times when HW will communicate with the City, elected officials and staff by e-mail, which, by executing the Contract for Legal Services, is deemed acceptable to the City. HW will use reasonable means to protect the security and confidentiality of e-mail information sent and received, however, the use of e-mail may result in the inadvertent disclosure of confidential information. While we will endeavor to avoid such inadvertent disclosure, we cannot assure the City that it may not occur, since it might be unlawfully intercepted. If the City does not wish us not to communicate in such a manner, then please advise us in writing.

EXHIBIT 1
AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM

Comes now _____ as _____ first being duly sworn, on my oath,
(name) (once held)

Affirm _____ (“Company”) is enrolled and will continue to participate in a
(company name)
federal work authorization program in respect to employees that will work in connection with the
contracted services related to _____ and any incidental items
(describe project)

associated with this work for the duration of the contract, if awarded, in accordance with Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services for the duration of the contract, if awarded. Attached to this affidavit is documentation of the Company’s participation in a federal work authorization program.

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Signature (person with authority)

Printed Name

Title

Date

State of Missouri)
) ss.
County of _____)

Subscribed and sworn to before me this _____ day of _____, 2021.