

# Resolution

**Introduced by Council As A Whole**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LEWIS, RICE, & FINGERSH FOR LEGAL SERVICES**

**WHEREAS,** The City of Ferguson desires to appoint a City Attorney.

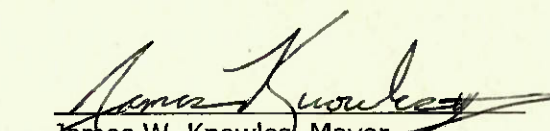
**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FERGUSON, MISSOURI,** as follows:

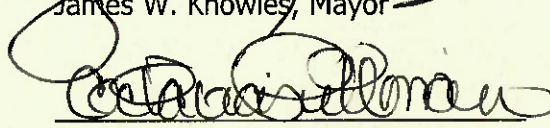
1. From and after the passage of this Resolution, the City Manager of the City of Ferguson is hereby authorized to execute an agreement with Lewis, Rice, & Fingersh for legal services.
2. This Resolution shall be in full force and effect from and after the date of its passage and approval.

This Resolution passed and approved by the Council of the City of Ferguson, Missouri this 11<sup>th</sup> day of October, 2016.

ATTEST:



  
James W. Knowles, Mayor

  
Octavia Pittman, City Clerk

## CITY ATTORNEY AGREEMENT

This Agreement is hereby entered into between the City of Ferguson and Lewis, Rice & Fingersh for legal services to the City, as City Attorney, commencing upon the passage of the Ordinance (or Resolution) approving same by the City Council until terminated as provided herein.

### I. Retainer Services:

- A. For the fee of \$3,500 per month, office hours will be maintained at the Ferguson City Hall every 1st and 3rd Tuesday of each month between the hours of 9:30 a.m. and 12:00 p.m. or (alternatively) at such comparable days and times as may be requested by the City. The following legal services shall be included in the retainer:
1. Drafting and reviewing all ordinances and resolutions as may be required for the regular operation of the city government during "office hours".
  2. Render informal legal opinions and advice as may be required by the City Manager, Mayor, members of the City Council, department heads, and the employees authorized to request such opinions during the "office hours".
  3. Respond to citizen inquiries as requested by the City Manager during "office hours."
  4. Promptly notify the City Manager, Mayor, City Council and the City's insurer of any and all litigation filed against the City, or against the City Council, or any City Commission or Committee, 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 City Manager, Mayor, and City Council regarding the nature of such litigation, and shall advise the City Manager, City Council, and Mayor of the status of such litigation in report form, once per month. For all litigation covered by insurance and for which outside counsel is appointed by the City's insurer, the City Attorney shall be available to consult with and assist such appointed counsel. Unless outside counsel is appointed by the City's insurer or special counsel is authorized and retained for such litigation, the City Attorney shall represent the City and its interest in any litigation.
  5. Reviewing agendas and materials for Council meetings, anticipating and preparing legal advice on items to be addressed at the Council meetings and attending two (2) City Council meetings per month.
  6. Attendance at one (1) planning and zoning meeting per month.

### II. General Miscellaneous Services:

The following services shall be rendered to the City at the rate of \$265.00 per hour:

- A. Attendance at meetings not included in the retainer services.
- B. Upon authorization from the City Manager, Mayor, or any member of the City Council:
  - 1. Research and preparation of written memorandums or written opinions that exceed the "office hours".
  - 2. Draft new or extensive ordinances not in the ordinary course of the City's business.
  - 3. Negotiations with other parties with respect to contracts, including parties with respect to contracts including purchase or sale of property and drafting of contracts.

III. General Litigation:

Services required for litigation matters pending in state or federal courts, shall be rendered at the rate of \$265.00 per hour. This rate will not apply to antitrust 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.

IV. Labor/Annexation/Bonds:

Services requiring labor, annexation or bond specialists shall be rendered at the rate of \$265.00 per hour.

V. Out-of-pocket expense:

In addition to the fees set forth above, Lewis, Rice, & Fingersh shall be reimbursed for all 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 St. Louis metropolitan area and upon approval of such travel in advance by the appropriate City official.
- B. Special courier or messenger service 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.
- D. Long distance telephone expenditures.

VI. 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.

VII. Overhead and related costs:

No general overhead costs incurred by the firm of Lewis, Rice, & Fingersh in rendering such services shall be billed to the City. Further, the City shall not provide any insurance or pension benefits for any attorney at Lewis, Rice, & Fingersh.

VIII. Services:

Apollo Carey will provide many of the legal services and "office hours" described in this Agreement and shall serve as the City's primary contact with Lewis, Rice, & Fingersh. However, it is agreed that other attorneys from the firm of Lewis, Rice & Fingersh are available and willing to provide any specific services as necessary and as requested by the City.

IX. Termination:

Either party may terminate this Agreement, with or without cause, upon sixty (60) days written notice to the other party.

X. Independent Contractor.

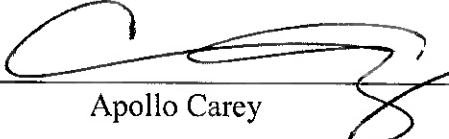
The parties acknowledge and agree that the firm of Lewis, Rice and Fingersh is an independent contractor and no person shall be considered an employee of the City. The City Attorney shall not be entitled to any benefits (such as health insurance or pension benefits) which are provided to City employees. The City Attorney shall not speak publicly on behalf of the City of Ferguson except as requested by the Mayor or the City Manager.

XI. Representations.

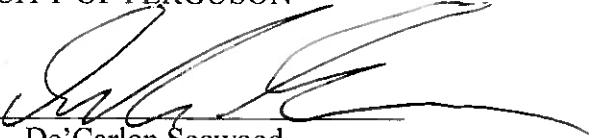
Each party represents to the other that the person executing this agreement does so with full authority granted by the governing body or board of that party.

LEWIS, RICE & FINGERSH

CITY OF FERGUSON

  
\_\_\_\_\_  
Apollo Carey

By:

  
\_\_\_\_\_  
De'Carlton Seewood  
City Manager, City of Ferguson

ATTEST:

  
\_\_\_\_\_  
Octavia Pittman, City Clerk