

INTRODUCED BY ALDERMAN MERZ

BILL NO. 2334

ORDINANCE NO. 2253

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI, TO EXECUTE AND ENTER INTO A CONTRACT GOVERNING COMPENSATION FOR LEGAL SERVICES BY THE CITY ATTORNEY.

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

Section One.

The Mayor of the City of Bellefontaine Neighbors is hereby authorized and directed to execute and enter into, on behalf of the City, a contract with Kevin M. O'Keefe to establish the terms and conditions of compensation under which the said Kevin M. O'Keefe is to provide legal services to the said City as City Attorney, which contract shall be substantially in accord with the provisions of in Exhibit A attached hereto and incorporated herein by reference.

Section Two.

From and after the first day of the month following the month of the effective date of this Ordinance, the compensation of Kevin M. O'Keefe for services as City Attorney shall be as reflected in the contract approved hereby.

Section Three.

This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PASSED BY THE BOARD OF ALDERMEN FOR THE CITY OF BELLEFONTAINE NEIGHBORS THIS 20th DAY OF June, 2013.



Presiding Officer

CONTRACT
CITY ATTORNEY

The Contract made and entered into this ____ day of _____, 2013, by and between the City of Bellefontaine Neighbors, hereinafter referred to as "City", and Kevin M. O'Keefe, hereinafter referred to as "Attorney":

WITNESSETH:

WHEREAS, it is the desire of the City of Bellefontaine Neighbors and the Attorney to reduce to writing the terms under which Attorney will perform services as City Attorney for the City of Bellefontaine Neighbors,

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Employment: City hereby employs Kevin M. O'Keefe as its City Attorney, and Kevin M. O'Keefe hereby accepts such employment upon the terms and conditions hereinafter set forth.
2. Employment Period: The employment period shall commence as of the date of execution hereof and shall continue until a successor is appointed and qualified as provided by law, unless earlier terminated by either party effective 60 days following written notice thereof to the other party.
3. Licensed: The Attorney shall be duly licensed to practice law in the State and Federal Courts within the State of Missouri.
4. Base Salary Duties: The duties of the Attorney, for which an base salary (as

defined in paragraph five (5) hereof) will be paid shall be attendance at the regular meetings of the Board of Aldermen held on the first and third Thursdays of each month.

5. Base Salary: The base salary will be Seven Hundred Dollars (\$700.00) per month. In addition to the services delineated in paragraph four (4), the base salary shall include the cost of preparation of a monthly statement and activity report regarding services rendered to the City.

6. Substitute Attorney: In the event Kevin M. O'Keefe cannot attend a meeting of the Board of Aldermen or other board or commission as requested, the Mayor will determine the need for legal counsel at such meeting. If, in his opinion, legal counsel is required, the City Attorney shall provide, at no additional costs to the City, a substitute Attorney from the law firm of which he is a member to attend such meeting. Said substitute Attorney shall be licensed to practice law in the State and Federal Courts within the State of Missouri.

7. Additional Duties: In addition to the Attorney's duties delineated in Paragraph four (4), above, it shall further be Attorney's duty to; (a) review all contracts entered into by the City; (b) attend special or additional meetings of the Board of Aldermen, meetings of the Planning and Zoning Commission and the Board of Adjustment, when requested by the Mayor; (c) on request, to consult with the Mayor or other City officials in drafting legal opinions, ordinances or resolutions requested by the Mayor, Aldermen, the City Clerk or other department heads; (d) represent the City in all matters, as directed by the Mayor and Board of Aldermen, in Federal and State Courts and in or before State and Federal administrative agencies and commissions; and (e) generally represent and advise

the City of Bellefontaine Neighbors and its officials in all other legal matters.

8. Additional Salary: In addition to the base salary for services as set forth in paragraph five (5), the Attorney shall be paid additional compensation for the performance of all matters as set forth in Paragraph seven (7) at the rate of Two Hundred Dollars (\$200.00) per hour for Attorney and partners of the firm, One Hundred and Seventy-Five Dollars (\$175.00) per hour for attorneys who are associates of the firm and Fifty Dollars (\$50.00) per hour for paralegal services through April 30, 2014. Beginning May 1, 2014, the hourly rates of compensation shall change to Two Hundred and Twenty-Five Dollars (\$225.00) per hour for Attorney and partners of the firm, One Hundred and Seventy-Five Dollars (\$175.00) for attorneys who are associates of the firm and Fifty Dollars (\$50.00) for paralegal services through April 30, 2015. Beginning May 1, 2015, the hourly rates of compensation shall change to Two Hundred and Fifty Dollars (\$250.00) per hour for Attorney and partners of the firm, One Hundred and Ninety Dollars (\$190.00) for attorneys who are associates of the firm and Fifty Dollars (\$50.00) for paralegal services. The Attorney is authorized to utilize the services of other lawyers in the firm of which he is a member for the performance of any of the duties hereinabove set forth. Attorney shall prepare and submit a statement to City for such additional services, if any, on a monthly basis stating the rate charged for services provided. The additional salary shall be due and paid to Attorney no later than thirty (30) days following the date of each such statement. All said services shall be under the direction and control of the City Attorney.

9. Supersedes Prior Contracts: The execution of this contract shall serve to supersede any prior contractual arrangements between the parties relating to the same or

similar matters, effective on the first day of the month following the date of execution first stated above.

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

KEVIN M. O'KEEFE

CITY OF BELLEFONTAINE NEIGHBORS

Kevin M. O'Keefe
City Attorney

Robert J. Doerr,
Mayor

ATTEST:

Denise Donovan, City Clerk