

BILL NO.: **5092**

ORDINANCE NO.: _____

Introduced by: Acting City Manager April Walton

AN ORDINANCE AUTHORIZING AN AMENDED AGREEMENT FOR LEGAL SERVICES OF THE CITY ATTORNEY AND PROSECUTING ATTORNEY

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:

- Section 1.** The Mayor is hereby authorized to execute an amended agreement with the law offices of Curtis, Heinz, Garrett & O’Keefe P.C. for City Attorney / Prosecuting Attorney services.
- Section 2.** The agreement is attached and hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** This Ordinance shall be in full force and effect from and after its date of passage.

1st Reading this _____ day of _____ 2025
2nd Reading this _____ day of _____ 2025
3rd Reading, PASSED and APPROVED, this _____ **day of** _____ **2025**

Rita Crawford-Graham, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Final Roll Call:

Councilwoman Holmes	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Williams	Aye	___	Nay	___	Absent	___	Abstain	___
Councilman Hoskins	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Anthony	Aye	___	Nay	___	Absent	___	Abstain	___
Councilman Hindeleh	Aye	___	Nay	___	Absent	___	Abstain	___
Mayor Crawford-Graham	Aye	___	Nay	___	Absent	___	Abstain	___

Approved as to Form:
Phillip C. Boyd, City Attorney

LEGAL SERVICES AGREEMENT

REVISED

The City of Berkeley proposes the following terms and conditions of the legal services for Curtis, Heintz, Garrett & O'Keefe, commencing on July 14, 2025 and ending when agreed upon mutually by both parties.

I. Retainer Services:

For the fee of \$10,000, per month, office hours will be inclusive of the normal business hours of the City of Berkeley from 8:30am to 5:00pm and council meetings. The city will have unlimited reasonable access to the City Attorney for emergent matters with the understanding to give adequate time for Mr. Phillip Boyd to respond. The following services shall be included in the retainer:

1. Drafting and reviewing all ordinances and resolutions as may be required for the city government during "office hours".
2. There shall be one (1) attorney designated (Phillip Boyd) as the city attorney and one (1) substitute in the event the designated attorney is not available, the substitute attorney shall be held to the same standard as our designated attorney.
3. The City Attorney shall promptly notify the Mayor and City Council of any litigation filed against the City, or against the City Council, or any City Commission, or Committees, 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 Mayor and Council regarding the nature of such litigation, and shall keep the Mayor and Council advised of the status of such litigation. Unless and until a special counsel is authorized and retained for such litigation, The City Attorney shall represent the City and its interests in such litigation.
4. The City Attorney, shall act with integrity and communicate equally to each City Council member, no member shall be deemed privy to information not shared with the full City Council.
5. The City Attorney shall practice confidentiality and professionalism at all times.
6. The City Attorney as deemed by the Charter shall serve at the pleasure of the City Council and City Manager.
7. The City Attorney shall render informal legal opinions as may be required by the Mayor, Council Members, City Manager and department heads, and other authorized employees to request legal opinion during city operational hours.
8. The City Attorney is required to attend Council meetings. These Council meetings shall be inclusive in the afore mentioned retainer fee of \$10,000. There are

- typically two (2) City Council meetings each month. Any additional on-site presence at City offices, although optional, should be identified and is considered a plus.
9. The City Council may expect Curtis, Heintz, Garrett and O'Keefe to continue to provide services under a fixed monthly retainer format with additional special legal services provided at a fixed hourly rate by the firm regardless of individual attorney billing rates.
 10. Attendance at all Council meetings regular, special and adjourned meetings (regular Council Meetings) are held on the 1st and 3rd Monday of each month beginning at 7:00 p.m. Attendance at other board, commission and committee meetings as required.
 11. Related duties will include: rendering of legal advice and opinions concerning legal matters that affect the City. Legal work pertaining to property acquisitions, property disposals, public improvements, easement dedications, right-of-way abandonment. Enforcement of City codes, zoning regulations and building standards through administrative and judicial actions.
 12. The monitoring of pending and current state and federal legislation and court decisions as appropriate.
 13. The retainer fee shall include assistance to the City Manager, City Council, and other authorized staff that may require a legal opinion during regular business hours, council meeting and special meeting.
 14. The City Attorney shall report any and all ethical violations to the City Council immediately this includes all departmental and the City Manager actions.
 15. The City Attorney shall familiarize themselves with City of Berkeley ordinances and the Charter to ensure adherence and consistency of City of Berkeley operations.

II. City Prosecutor Services

1. The City Attorney shall serve as the Municipal Prosecutor for Berkeley Consolidated which encompasses additional courts to include at this time Moline Acres.
2. The Municipal Division shall have one (1) designated attorney from the law firm to handle prosecutorial matters and one (1) substitute attorney. Any substitute Prosecutor attorney assignments shall give one week notification to the City Manager and court supervisor with exception to emergency situations that may arise.
3. The Municipal Prosecutor shall file and prosecute all court cases in a timely manner.
4. The Municipal Prosecutor will be required to attend all scheduled court dockets for Berkeley and Moline Acres and other courts if applicable that are later contracted with Berkeley Consolidated Division. Berkeley has 3 court dates each month with exception to May, November and December. Moline Court has 2 dockets each month with exception to May, November and December, these schedules are subject to change

“in real time” and the Municipal Prosecutor is required to conform to these schedule changes accordingly.

5. The Municipal Prosecutor shall prepare a separate report for the City Manager to include with their Monthly status update to the Mayor and City Council.
6. The Municipal Prosecutor shall work closely with the court supervisor and Municipal Judge to maintain professional and positive work relationships to help ensure the continuity of municipal court operations.
7. The Municipal Prosecutor shall employ their own Prosecutor Clerk to assist with the prosecutorial functions of both court and additional applicable courts for Berkeley Consolidated.
8. The Municipal Prosecutor shall report any ethical concerns regarding court operations to the City Manager immediately to include how the Judge is managing court operations.
9. The Municipal Prosecutor shall recuse themselves from any potential conflicts of interests for Berkeley Consolidated Division and notify the court supervisor or Municipal Judge immediately so a special Prosecutor can be assigned.

III. Compensation

1. The annual amount shall be set by the City Council; this amount shall represent the monthly retainer set forth in this agreement.
2. The City Attorney shall submit a monthly invoice itemizing all services rendered to the City of Berkeley to include the Municipal Prosecutor services.
3. Any changes in compensation shall be agreed and approved by the City Council, supported by ordinance, and by recommendation of the City Manager. **The \$10,000.00 monthly retainer is agreed upon for the first year of services.**

CITY OF BERKELEY, MISSOURI

By: _____

Rita Crawford-Graham

Mayor

Date: _____

CURTIS, HEINTZ, GARRETT & O'KEEFE P.C.

By: _____

Name: _____

Title: _____

Date: _____