

CITY OF HAMILTON, MISSOURI

BILL NO. 0513153

ORDINANCE NO. 1559

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF HAMILTON TO ENTER INTO A CONTRACT FOR LEGAL SERVICES WITH CHAPMAN AND COWHERD, P.C.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HAMILTON, MISSOURI AS FOLLOWS TO WIT:

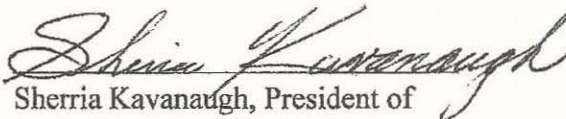
SECTION 1: The Mayor and Clerk of the City of Hamilton, Missouri are hereby authorized to sign a contract for legal services from the law firm of Chapman and Cowherd, P.C. attached as Exhibit A.

SECTION 2: This ordinance repeals any prior ordinance or parts of any prior ordinance that might be in conflict herewith.

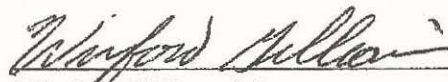
SECTION 3: This ordinance shall be in full force and effect from and after the date of its passage and approval.

A copy of this Ordinance has been made available for public inspection prior to its adoption by the Board of Aldermen and this bill was read by title in the open meeting two times prior to its final passage.


Adopted by the Board of Aldermen this 13th day of May, 2015.


Sherria Kavanaugh, President of
Board of Aldermen

Approved this 13th day of May, 2015.


Winford Gilliam, Mayor

Attest:


Debra Davis, City Clerk

Kavanaugh. age, Sewer - age, Mass - age, Trooper - may

EXHIBIT A

LAWYER-CLIENT FEE AGREEMENT

Chapman and Cowherd, P.C. ("Lawyer"), will provide legal services to City of Hamilton ("Client"), on the terms set forth below.

1. CONDITIONS. This Agreement will not take effect, and Lawyer will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Client hires Lawyer to provide legal services in the following matter: **City of Hamilton – as needed legal consulting and representation. Does not include acting as City Prosecutor.**

Lawyer will provide those legal services reasonably required to represent Client. Lawyer will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. CLIENT. The lawyer is representing the Client only in this matter. It is understood by Client, in this matter, that lawyer's duty is to act in the best interest of the Client and Lawyer cannot share information about Client's case with anyone other than Client without express permission.

4. RESPONSIBILITIES OF THE PARTIES. Client agrees to be truthful with Lawyer, to cooperate, to keep Lawyer informed of any information or developments which may come to Client's attention, to abide by this agreement, and to pay Lawyer's bills on time. Client authorizes Lawyer to communicate with the Client by e-mail.

5. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour at Lawyer's prevailing rates for all time spent on Client's matter by Lawyer's legal personnel, with an agreed fee of **\$140.00 per hour, plus reimbursement of out of pocket expenses.** Paralegal work is charged at \$80.00 per hour. Time is charged in units of tenths of an hour. The time charged may include the time Lawyer spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person may charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. Lawyer will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

6. COSTS AND EXPENSES

(a) In General. Lawyer will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at Lawyer's cost.

In-office photocopying \$.20 page

Mileage IRS Allowable rate at time of expense (now \$0.56/mile)

(b) Out of Town Travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Lawyer's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Experts, Consultants, and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, or investigators. Client agrees to pay such fees and charges. Lawyer will consult with client on the selection of any expert witnesses, consultants, etc., to be hired and their charges. Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

7. BILLING STATEMENTS. Lawyer will send Client periodic statements for fees and costs incurred. If Client so requests, Lawyer will provide one within 10 days. On request, the statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. If any statement carries a balance due, it shall be paid in full within 15 days after the date of such statement.

8. DISCHARGE AND WITHDRAWAL. Client may discharge Lawyer at any time. Lawyer may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this agreement, refusal to cooperate or to follow Lawyer's advice on a material matter or any fact or circumstance that would render Lawyer's continuing representation unlawful or unethical. When Lawyer's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Lawyer will, upon Client's request, deliver Client's file, and property in Lawyer's possession whether or not Client has paid for all services. Client understands that to the limited extent lawyer has paid out of pocket expenses for items, which have not yet been reimbursed by client, but has not been reimbursed by client, lawyer may be reimbursed for that particular expense before releasing the item. Lawyer will maintain Client's file for 3 years after this matter is concluded. Client may request the file at any time during, upon conclusion of, or after conclusion of, this matter. Three years after the conclusion of this matter, the file may be destroyed without further notice to Client.

9. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this agreement and nothing in Lawyer's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Lawyer makes no such promises or guarantees. Lawyer's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Lawyer shall not be a guarantee. Actual fees may vary from estimates given.


10. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

11. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. EFFECTIVE DATE. This Agreement will govern all legal services performed by Lawyer on behalf of Client commencing with the date Lawyer first performed services. The date at the beginning of this Agreement is for reference only. Even if this agreement does not take effect, Client will be obligated to pay Lawyer the reasonable value of any services Lawyer may have performed for Client.

DATED: 5-14-15




Mayor of the City of
Hamilton, Missouri

Client Name: City of Hamilton
Address: 200 South Davis
Hamilton, MO 64644
Telephone: 816-586-4911

DATED: _____

Chapman and Cowherd, P.C.

By: 

Robert Cowherd