

BILL NO. 3129

ORDINANCE NO. 2928

AN ORDINANCE APPOINTING CHRISTOPHER B. GRAVILLE AS CITY ATTORNEY

WHEREAS, Interim City Attorney Christopher B. Graville was appointed as the City's Interim City Attorney by Resolution 423 on April 20th, 2016 to serve at the pleasure of the Mayor and City Council until an attorney was named to represent the City; and

WHEREAS, The Mayor has nominated Christopher B. Graville as the City Attorney, pursuant to the power and authority vested in the Mayor to appoint positions granted to him pursuant to Section 77.330 R.S.Mo, and pursuant to Ordinance 6 and Section 77.370 R.S.Mo.; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. Christopher B. Graville shall assume the position of City Attorney, to serve at the pleasure of the Mayor and City Council. Said appointment shall become effective as of December 6, 2016 and the initial term of appointment shall terminate not later than December 6, 2020.

Section 2. Terms and conditions of Mr. Graville's appointment are provided as the "Agreement" and are attached hereto as "Exhibit A".

Section 3. The Mayor is authorized to execute the Agreement.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS 5th DAY OF DECEMBER, 2016

Bob Nation
PRESIDING OFFICER

Bob Nation
MAYOR - BOB NATION

ATTEST:

Vickie Hass
VICKIE HASS, CITY CLERK

First Reading Held: 12/5/16

EMPLOYMENT AGREEMENT

Christopher B. Graville and the Graville Law Firm, LLC proposes the following terms and conditions for legal services to the City of Chesterfield (the "City"), following the effective date of this Agreement. The following Agreement can be terminated at any time with written notice to either party:

I. RETAINER SERVICES

For the fee of \$3,000 per month, the following legal services shall be included in the retainer:

A. CITY ATTORNEY SERVICES:

1. Drafting and reviewing of ordinances and resolutions as may be required of the regular operation of the City government.
2. Render informal legal opinions (not requiring independent legal research) as may be required by the Mayor, City Council members, City Administrator, and other employees authorized to request such opinions.
3. Respond to citizen inquiries as directed by the Mayor and members of the City Council.
4. Promptly notify the Mayor and City Council of any and all litigation filed against the City, 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 City Council regarding the nature of such litigation, and shall advise the City Council and Mayor of the status of such litigation.
5. Attendance and representation at the two regularly scheduled City Council meetings, meetings of the Planning Commission and meetings of the Board of Adjustment.
6. Review of Electronic correspondence from elected officials and staff (not requiring independent legal research).
7. As directed by the City Administrator, provide review and informal opinions related to requests pursuant to 610.RSMo (the "Sunshine Law").

II. GENERAL SERVICES AND LITIGATION

Services required in addition to the services set forth above shall be considered "General Attorney Services" and "Litigation Services". These

services shall be rendered at a rate of one hundred and seventy-five dollars (\$175.00) per hour. Work performed by associated attorneys shall be billed at a rate of one hundred and twenty-five dollars (\$125.00) an hour and law students/paralegals shall be billed at a rate of fifty dollars (\$50.00) an hour. Unless and until special counsel is authorized and retained for any litigation, the City Attorney shall represent the City and its interests in such litigation.

III. OUT OF POCKET EXPENSES

In addition to the fees set forth above, Christopher B. Graville shall be reimbursed for 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 21st Judicial Circuit and upon approval of such travel in advance by the appropriate City Official.
- B. Special courier or messenger services 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 and expert witness fees.

IV. OTHER SERVICES

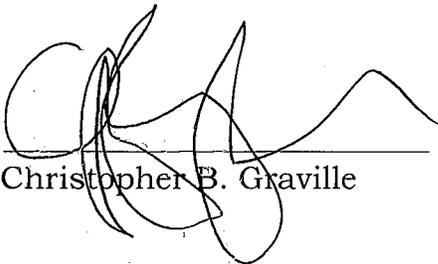
It is estimated that this proposal will cover all required legal services. In the event there is a need for services not described, or specifically excluded, the fees for such services shall be reviewed with the City prior to such undertaking.

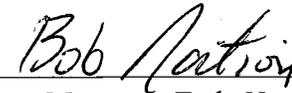
V. MISCELLANEOUS

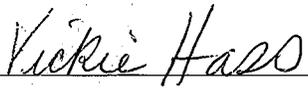
- A. No general overhead costs incurred by The Graville Law Firm, LLC in rendering such services shall be billed to the City. Further, the City shall not provide any insurance or pension benefits for Christopher B. Graville.
- B. The Graville Law Firm, LLC shall carry and maintain a malpractice insurance policy of at least one million (\$1,000,000.00) covering services rendered to the City.
- C. The City expressly consents and authorizes Christopher B. Graville to include, on its website or any material of The Graville Law Firm, LLC, that the City is a client of Christopher B. Graville. After termination of this Agreement, Christopher B. Graville is authorized

to refer to the City as a former client of Christopher B. Graville during the years of services rendered.

Approved by Ordinance NO. 2928 passed and approved on the 5th day of December 2016.

By 
Christopher B. Graville

By 
Mayor - Bob Nation

ATTEST: 
City Clerk - Vickie Hass

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