

AN ORDINANCE OF THE VILLAGE OF INNSBROOK, MISSOURI, AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO EXECUTE AN AGREEMENT WITH CHRISTOPHER B. GRAVILLE FOR SERVICES AS VILLAGE ATTORNEY AND VILLAGE PROSECUTING ATTORNEY.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF INNSBROOK, MISSOURI, AS FOLLOWS:

Section One. The Chairman of the Board of Trustees is hereby authorized and directed to execute an agreement with **Christopher B. Graville**, relative to the terms and conditions of Village Attorney services to be provided to the Village and the compensation to be paid for such services, said contract to be in substantial conformity with the terms and conditions set forth in Exhibit “A”, attached hereto and incorporated herein by reference.

Section Two. The Chairman of the Board of Trustees is hereby authorized and directed to execute an agreement with **Christopher B. Graville**, relative to the terms and conditions of Village Prosecuting Attorney services to be provided to the Village and the compensation to be paid for such services, said contract to be in substantial conformity with the terms and conditions set forth in Exhibit “A”, attached hereto and incorporated herein by reference.

Section Three. This Ordinance shall be in full force and effect from and after its passage and approval by the Board of Trustees.

Said Bill was passed and approved this 11th day of June, 2019 by the Board of Trustees of the Village of Innsbrook after having been read by title or in full two times prior to passage.

ATTEST:

Carla Ayala
Village Administrator/Clerk

Jeffry S. Thomsen, Chairman
Village of Innsbrook Trustees

(seal)

**ATTACHMENT A
ATTORNEY EMPLOYMENT AGREEMENT**

NATURE OF THIS AGREEMENT

This agreement is a memorandum of understanding of the terms, duties and responsibilities of the parties regarding providing legal services to the Village of Innsbrook, and is not a contract of employment for a specific term. The parties agree that any prior contract or agreement between the parties is lapsed, annual and void and of no further legal effect. This relationship commences July 1, 2019 and shall run month to month. The parties reserve the right to terminate this relationship at any time relationship on 30 days written notice and consistent with applicable law. The parties intend that this be for “at will” employment consistent with applicable law.

STATUS OF THE PARTIES

Graville Law Firm, LLC and Chris Graville, principal, shall be independent contractors providing legal services to the Village of Innsbrook. Chris Graville is to be the primary provider of services on behalf of the Graville Law Firm, LLC. The Village of Innsbrook is incorporated as a “village” under the laws of the State of Missouri and is comprised of five members of the Board of Trustees.

RETAINER SERVICES

The Village shall pay to Graville Law Firm, LLC the sum of \$500.00 per month as retainer for legal services a Village Attorney of up to two and one half hours (2.5) of legal services to the Village per month.

HOURLY RATE EXCEEDING RETAINER

Any attorney services rendered beyond two and one half (2.5) hours shall be billed at the regular hourly billing rate of \$185.00 for attorney services and \$75.00 for legal assistant services. Consistent with our policy, billing will be on a monthly basis for professional fees and expenses incurred on behalf of the Village, and the bills will be addressed to the Village.

PROSECUTING ATTORNEY SERVICES

Any services rendered as prosecuting attorney for the Village shall be billed at the regular hourly billing rate of \$185.00. Consistent with our policy, billing will be on a monthly basis for professional fees and expenses incurred on behalf of the Village, and the bills will be addressed to the Village.

OUT-OF-POCKET EXPENSES

In addition to the fees set forth above, the Graville Law Firm, LLC shall be reimbursed for its reasonable, customary, and necessary direct out-of-pocket expenditures incurred in the rendering of such services as follows:

Travel expenses included transportation, food, and lodging while on Village business away from Warren County and upon approval of such travel in advance by a Village Trustee. Any expenses herein in excess of \$150 must have prior approval of the Board of Trustees.

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 agreed upon with the Board of Trustees prior to such undertaking.

The Village expressly consents and authorizes the Firm to include, on its website or on any material of the Firm, that the Village is a client of the Firm. After termination of this Agreement, the Firm is authorized to refer to the Village as a former client of the Firm, unless the Village instructs the Firm to cease such reference, in writing.

OVERHEAD AND RELATED COSTS

No general overhead costs incurred by the Graville Law Firm, LLC in rendering such services shall be billed to the Village.

CONFLICTS

The Graville Law Firm, LLC represents many governmental entities throughout the region, including municipalities and other governmental clients in Missouri. In the event a conflict exists that is deemed not to be subject to any waiver by applicable ethical rules, we shall immediately notify the Village in writing as to the existence and nature of the conflict, and we shall not serve as counsel for the village to the extent it would create a conflict.

PROVISION OF LEGAL SERVICES

This engagement is for provision of professional legal services and not for the provision of business, personal, accounting technical, or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed with the engagement.

PARALEGALS/LEGAL ASSISTANTS/DOCUMENT CLERKS

Certain work will be done by paralegals, sometimes called “legal assistants”. Such persons, although not lawyers, have undergone training to perform certain kinds of services at lower rates. In matters involving significant quantities of document management, document clerks may be used to perform tasks at lower rates than those of legal assistants. All such work is supervised by lawyers. The use of such persons allows us to deliver legal services to you at a lower cost.

CLIENT DISBURSEMENTS

Matters may require, from time to time, certain monetary advances to be made on your behalf of the firm. Some of the “client disbursements” represent out of pocket charges we advance, other represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, copying charges, travel expenses, computer assisted legal research, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. If the nature of the matter is such that we anticipate substantial advances, we will obtain prior approval from the Board of Trustees and require a separate deposit for such purposes.

Substantial individual items in excess of \$250, such as expert witness fees, the costs of deposition transcripts, printing costs, etc., may be billed directly to you by the vendor of such services. In many matters when lawyers must examine legal authorities it is more economical to accomplish the task using computer databases of legal precedents (instead of the traditional method of manual retrieval). In such instances, the special charges assessed by the provided of these services, Lexis, are shown on client disbursement billings as “Lexis Research”.

CLIENT FILES

During the course of client representations, this firm retains electronic and paper records relating to the professional legal services we provide so that we are better able to assist you with your legal needs and, in certain situations, to comply with professional guidelines. We employ physical, electronic, and procedural safeguard to preserve client confidentiality and to protect your non-public information. This firm agrees to retain and store your client files, which include documents generated by this firm, by the client, and representation, absent other written agreement between this firm and you regarding disposition of your files. You may request, in writing, the return of your client files at any time with such six (6) month period. Absent such a written request, your files will be deemed abandoned. In such case, you hereby authorize this firm to destroy your files at any time after expiration of such six month period. All such client files will be destroyed unless this form is otherwise required to retain same pursuant to the Code of Responsibility or Ethical Rules promulgated there under.

E-MAIL CONFIDENTIALITY

This firm often communicates using e-mail. Any attorney or legal assistant e-mail could contain attorney-client, confidential, or other privileged communications. While the firm makes every effort to ensure that our e-mail and server are secure, Missouri lawyers are required by the Missouri Bar Disciplinary Counsel to notify prospective recipients of e-mail that (1) e-mail communication is not a secure method for communication, (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from the firm to you and vice versa, and (3) persons not participating in our communication may intercept our communications by improperly accessing your computer or the firm’s computer or even some computer unconnected to either you or the firm that the e-mail passes through. Unless you otherwise instruct us in writing, this firm will assume you have consented to receive communication to be sent by a different method, please contact the firm in writing immediately.

This agreement is subject to approval by, and incorporation in an Ordinance passed by the Board of Trustees of the Village of Innsbrook.

Date: June 11, 2019

Graville Law Firm, LLC by Chris Graville, Principal

Village of Innsbrook, by Chairman of Board of Trustees