

BILL NO. 2

ORDINANCE NO. 2024-2

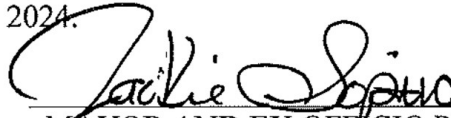
AN ORDINANCE OF THE CITY OF TRENTON, MISSOURI APPROVING TWO LEGAL SERVICES AGREEMENTS, ONE FOR CITY ATTORNEY SERVICES AND ONE FOR CITY PROSECUTOR SERVICES, BY AND BETWEEN THE CITY OF TRENTON, MISSOURI AND MURPHY, KINNEY & SUMY AND AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF TRENTON, MISSOURI, TO EXECUTE THE SAME BY AND ON BEHALF OF SAID CITY.

BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF TRENTON, MISSOURI, AS FOLLOWS, TO WIT:

Section 1. The Mayor and City Clerk of the City of Trenton, Missouri, are hereby authorized and directed to execute said Legal Services Agreements, copies of which are attached hereto as Exhibit "A", for city attorney services and for city prosecutor services, Missouri by and between Murphy, Kinney & Sumy and the City of Trenton in and on behalf of the City of Trenton, Missouri.

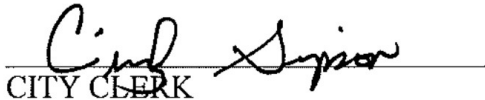
Section 2. This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED this 10 day of January, 2024.



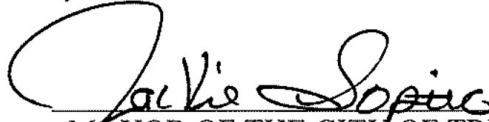
MAYOR AND EX OFFICIO PRESIDENT
OF THE CITY COUNCIL OF THE CITY
OF TRENTON, MISSOURI

ATTEST:



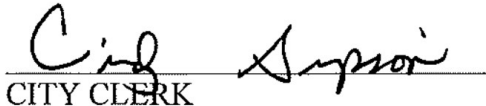
CITY CLERK

APPROVED this 10 day of January, 2024.



MAYOR OF THE CITY OF TRENTON,
MISSOURI

ATTEST:



CITY CLERK

CONTRACT TO EMPLOY CITY LEGAL COUNSELOR
FOR THE CITY OF TRENTON, MISSOURI

THIS CONTRACT is made this _____ day of January, 2024, between the City of Trenton, Missouri (hereinafter "City") and Murphy, Kinney, & Sumy, LLC (hereinafter "Firm"), specifically, Kenton T. Kinney, Attorney at Law (hereinafter "Attorney").

For and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. City wishes to employ Attorney as City Legal Counselor to perform and render legal assistance. Attorney accepts the employment and agrees to and shall render to the best of Attorney's ability the services required of a City Legal Counselor during the term of this agreement. The Scope of Services is attached hereto as Exhibit "A."

2. City shall pay compensation to Attorney as follows:

- Two Thousand Dollar (\$2000.00) monthly retainer to Firm which covers legal services for thirteen (13) hours per month;
- One Hundred Fifty Dollars (\$150.00) per hour for legal services provided in excess of thirteen (13) hours per month;
- City will reimburse Firm for actual expenses incurred by Attorney on behalf of City including mileage at IRS approved rate, long distance telephone calls, facsimile transmissions, extraordinary postage expense, and other similar expenses at cost; and
- City will add Attorney to the City's Professional Liability Policy for any and all work performed by Attorney in his performance or rendering of Legal Services as the City's Legal Counselor.

3. This agreement may be terminated by City at any time, with or without prior notice provided, however, that City shall provide Attorney with written notice of termination within twenty-four (24) hours of the City's decision of termination.

Attorney may terminate this agreement on thirty (30) days prior written notice in order that City shall have sufficient time to employ other City Legal Counsel.

4. Bills shall be submitted by Attorney to City on or about the 20th of each month, for the time period from the 1st day of the preceding month to the last day of the preceding month. By way of example, Attorney shall bill City on or about March 20 for legal services rendered from February 1st through February 28th/29th.

Exhibit A

5. Kenton T. Kinney will be the primary Attorney for the City to first contact. However, City may contact/leave a message with any Staff/Attorney of the Firm at any time.

6. Attorney may from time to time be faced with legal matters that create, or have the potential to create, a conflict of interest. Attorney may, therefore, decline to represent the City in matters which, in Attorney's professional judgment, would be a conflict of interest, or create the potential for a conflict of interest. In such event, Attorney shall so advise the City and assist the City, to the extent ethically permitted, to locate and hire other Legal Counsel for such purpose.

7. The parties recognize and agree that there may be certain legal matters for which the City may desire to employ other Legal Counsel, such as where other Legal Counsel has special expertise in a given area of law. Attorney agrees that City may hire other Legal Counsel for any reason or any purpose at any time.

Conversely, a situation may arise where Attorney may recommend to City that City employ other Legal Counsel for specific purposes, where Attorney may lack the expertise or knowledge to pursue a specific legal matter.

8. This agreement shall not be modified, changed, or amended except in writing signed by each party, or an authorized representative of each party.

IN WITNESS WHEREOF, the parties have signed this Contract for legal services to be effective

_____.

CITY OF TRENTON:

ATTEST:

CITY CLERK

By: _____
MAYOR

ATTORNEY

By: _____

EXHIBIT A – SCOPE OF SERVICES
CITY LEGAL COUNSEL FOR THE CITY OF TRENTON, MISSOURI

1. Providing clear and concise legal advice and consultation (oral and written) as requested or required, to the Mayor, City Council and staff on a variety of matters pertaining to all aspects of governance.
2. Researching and interpreting laws, court decisions and other authorities to prepare legal opinions and to advise the City Council and staff on legal matters pertaining to City matters.
3. Drafting, reviewing, and revising documents, such as memoranda concerning legal issues, contracts, ordinances, resolutions, city policies, notices, and leases.
4. Preparing correspondence and other legal documents on behalf of the City as needed.
5. Performing other duties as directed by the City Administrator, City Council and Mayor.
6. Representing and advising the City Council, city officers and boards on all matters of law pertaining to their offices.
7. Public meetings and attendance. The city attorney will attend regular city council meetings, as needed, in person or via Zoom and advise the City Council on matters on the agenda as well as procedural matters that may arise during and following the meeting. The City Council meets at 7:00 p.m. on the second and fourth Mondays of every month. Special City Council meetings are called as needed. Attendance at committee and board meetings are required as needed.
8. Providing guidance and legal advice on the Missouri Sunshine law.

CONTRACT TO EMPLOY CITY PROSECUTOR FOR THE CITY OF TRENTON, MISSOURI

THIS CONTRACT is made this _____ day of January, 2024, between the City of Trenton, Missouri (hereinafter "City") and Murphy, Kinney, & Sumy, LLC (hereinafter "Firm"), specifically, Kenton T. Kinney, Attorney at Law (hereinafter "Attorney").

For and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. City wishes to employ Attorney as City Prosecutor to perform and render legal assistance. Attorney accepts the employment and agrees to and shall render to the best of Attorney's ability the services required of a City Prosecutor during the term of this agreement. The Scope of Services is attached hereto as Exhibit "A."

2. City shall pay compensation to Attorney as follows:

- Three Thousand, Five Hundred Dollars (\$3500.00) monthly retainer to Firm which covers legal services for twenty (20) hours per month;
- One Hundred Seventy-Five Dollars (\$175.00) per hour for legal services provided in excess of twenty (20) hours per month;
- City will reimburse Firm for actual expenses incurred by Attorney on behalf of City including mileage at IRS approved rate, long distance telephone calls, facsimile transmissions, extraordinary postage expense, and other similar expenses at cost;
- City will add Attorney to the City's Professional Liability Policy for any and all work performed by Attorney in his performance or rendering of Legal Services as the City's Prosecutor; and
- City will immediately pay to Firm an initial one-time equipment stipend of One Thousand, Seven Hundred Dollars (\$1700.00).

3. This agreement may be terminated by City at any time, with or without prior notice provided, however, that City shall provide Attorney with written notice of termination within twenty-four (24) hours of the City's decision of termination.

Attorney may terminate this agreement on thirty (30) days prior written notice in order that City shall have sufficient time to employ other City Prosecutor.

4. Bills shall be submitted by Attorney to City on or about the 20th of each month, for the time period from the 1st day of the preceding month to the last day of the preceding month. By way of example,

Exhibit A

Attorney shall bill City on or about March 20 for legal services rendered from February 1st through February 28th/29th.

5. Kenton T. Kinney will be the primary Attorney for the City to first contact. However, City may contact/leave a message with any Staff/Attorney of the Firm at any time.

6. Attorney may from time to time be faced with legal matters that create, or have the potential to create, a conflict of interest. Attorney may, therefore, decline to represent the City in matters which, in Attorney's professional judgment, would be a conflict of interest, or create the potential for a conflict of interest. In such event, Attorney shall so advise the City and assist the City, to the extent ethically permitted, to locate and hire other Legal Counsel for such purpose.

7. The parties recognize and agree that there may be certain legal matters for which the City may desire to employ other Legal Counsel, such as where other Legal Counsel has special expertise in a given area of law. Attorney agrees that City may hire other Legal Counsel for any reason or any purpose at any time.

Conversely, a situation may arise where Attorney may recommend to City that City employ other Legal Counsel for specific purposes, where Attorney may lack the expertise or knowledge to pursue a specific legal matter.

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IN WITNESS WHEREOF, the parties have signed this Contract for legal services to be effective

_____.

CITY OF TRENTON:

ATTEST:

By: _____
MAYOR

CITY CLERK

ATTORNEY

By: _____

EXHIBIT A – SCOPE OF SERVICES
PROSECUTOR FOR THE CITY OF TRENTON, MISSOURI

1. Attend all municipal court dockets and trials. Currently court dates are scheduled at 9 a.m. and 1:30 p.m. on the first and third Tuesdays of each month.
2. Provide access to designated attorneys 24/7 to be able to answer police officer questions an/or in-custody warrants or other legal questions.
3. Sign municipal citations and place cases before the municipal court through electronic processes including electronic ticketing and the Show Me Courts system.
4. Consult with city departments on all ordinance violations and unified development codes.
5. Issue additional charges and recommend amendments to charges.
6. Handle all cases which are certified to the Grundy County Circuit Court for jury trial or trial de novo.
7. Provide recommendations that would determine the need for a special prosecuting attorney.
8. Make recommendations regarding internal core processes and case dispositions.
9. Conduct plea agreements.
10. Perform other duties and responsibilities relating to the municipal court which are typical for a prosecuting attorney.