



CITY COUNCIL SPECIAL MEETING
October 3, 2018 6:00 p.m.
Council Chambers
Howard L. Brown Public Safety Building
1100 SW Smith
Blue Springs, Missouri

PLEASE NOTE:

Anyone wishing to address the Mayor and Council, either in a Public Hearing or in the Visitors Section of the Agenda, must fill out a Speaker's Appearance Form. Forms are located at the entrance of the Multipurpose Room. After completion, the form is to be given to the Assistant City Administrator.

1. Call meeting to order
2. Pledge of Allegiance
3. Introduction and first reading of Bill No. 4608 approving an engagement letter with Lauber Municipal Law, LLC for Jeremy Cover to serve as Interim City Prosecutor
4. Adjourn

Posted at Blue Springs Public Safety Building and on the City's website on Tuesday, October 2, 2018

Sheryl Morgan
City Clerk

Introduced by Councilman _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN ENGAGEMENT LETTER WITH LAUBER MUNICIPAL LAW, LLC FOR INTERIM CITY PROSECUTOR SERVICES FOR THE CITY OF BLUE SPRINGS, MISSOURI

WHEREAS, the City of Blue Springs' former City Prosecutor Vernon E. Scoville announced his retirement effective September 30, 2018; and

WHEREAS, the Mayor has appointed Jeremy Cover of the law firm of Lauber Municipal Law, LLC as Interim City Prosecutor effective October 3, 2018, until a search has been completed to appoint a permanent City Prosecutor; and

WHEREAS, Jeremy Cover practices in the areas of general municipal law, municipal prosecution and dangerous building and nuisance abatements; and

WHEREAS, effective with the approval of this Contract, the hourly rate will be One Hundred Ninety-Five and No/100 (\$195.00); and

WHEREAS, Section 3.15 *City Prosecutor* of the Blue Springs Home Rule Charter requires that compensation for the City Prosecutor be determined by Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The Mayor has the authority and is hereby authorized to enter into an Engagement Letter for Services as Interim City Prosecutor with Lauber Municipal Law, LLC. A copy of the proposed Engagement Letter is attached hereto as Exhibit "A" and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said Contract for Services.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, at a Special Meeting this 3rd day of October, 2018.

CITY OF BLUE SPRINGS

Carson Ross, Mayor

ATTEST:

Sheryl Morgan, City Clerk

1st reading: _____

2nd reading: _____



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

October 2, 2018

Mr. Carson Ross, Mayor
City of Blue Springs, Missouri
903 W. Main St.
Blue Springs, MO 64015

Re: Special Counsel Legal Services

Dear Mayor Ross:

You have requested that Lauber Municipal Law, LLC (the "Firm"), submit this engagement letter to provide special counsel legal services to the City of Blue Springs, Missouri ("City"), specifically for interim prosecutor services (the "Matter"). This engagement letter will serve as the written agreement between the City and the Firm to provide legal services for the Matter.

The City will be our client for this engagement. I will be primarily responsible for the engagement on behalf of the Firm; however, other experienced municipal prosecutors in our firm will also provide legal services pursuant to this engagement. Our fees for this engagement will be based on an hourly rate and billed at quarter-hour increments with monthly statements after services have been rendered. Our hourly rate for the Matter will be \$195 per hour.

The enclosed Additional Terms of Engagement will govern the relationship unless otherwise agreed in this engagement letter, but please note the following:

- We will not charge the City for facsimiles;
- We will not charge the City for long-distance telephone charges (including facsimiles);
- We will not charge the City for in-house photocopies which do not exceed 100 copies in a month;
- We will not charge for regular mail;
- We will not charge the City for travel from our offices to the Howard L. Brown Public Safety Building; and
- The hourly rate is subject to annual adjustment on January 1 of each year based on the Consumer Price Index (CPI-U) as described in the enclosed Additional Terms of Engagement.

If you have any questions concerning the terms of this engagement, or if you ever have a question about our charges, or their reasonableness, please contact me at your convenience to discuss the matter. Our engagement as interim prosecutor will begin upon my receipt of a signed

copy of this agreement (by e-mail, fax, U.S. Post, or hand delivery). Thank you for choosing Lauber Municipal Law, LLC, to provide these important legal services to the City.

Regards,

LAUBER MUNICIPAL LAW, LLC



Jeremiah V. Cover

CITY OF BLUE SPRINGS, MISSOURI

Accepted and agreed:

(signature)

(date)

Enclosure



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

Additional Terms of Engagement

Lauber Municipal Law, LLC (the “Firm”), appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently through our offices in Lee’s Summit and Boonville.

The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with me). I encourage you to discuss these practices with me whenever you have questions during the course of this engagement.

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 in connection with the engagement.

Entire Agreement. The accompanying engagement letter together with these Additional Terms of Engagement shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

Subcontractors. From time-to-time, it may be necessary for me to engage subcontractors to assist in the provision of services to you. It is agreed that we are not authorized to engage any such subcontractors without the prior approval of the City Council.

Periodic Billings for Legal Services. Unless other arrangements have been made, it is our policy to render periodic statements for legal services on a monthly basis. We will base these periodic statements on the hourly rates set forth in the attached Engagement Letter. Statements will be due upon presentation, and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 60 days after the invoice date, the Firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

Annual Rate Adjustment. All hourly rates for legal services provided by the Firm are subject to annual adjustment for inflation based upon the unadjusted 12 months ended for December of the immediately preceding year published for the United States Bureau of Labor Standards National Consumer Price Index (CPI-U), which adjustment shall become effective January 1 of each year.

Client Disbursements. Most matters require, from time to time, certain monetary advances to be made on your behalf by the Firm. Some “client disbursements” represent out-of-pocket charges that the Firm advances, while others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, etc.). It is understood that while acting as your attorney, 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. Substantial individual items in excess of \$250, such as expert witness fees, the costs of deposition transcripts, etc., may be billed directly to you by the vendor of such services.

File Retention. After Lauber Municipal Law, LLC's services conclude, we will, upon your request, deliver the file for this engagement to you. If you do not request the file, we will retain it for a period of ten years after the matter is closed. If you do not request delivery of the file before the end of the ten year period the Firm will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the ten year period, you may request delivery of the file.

Disbursements and Other Charges. We may charge the City for certain expense items listed below that we provide in connection with the legal services:

Photocopying. We will not charge the City for in-house photocopies which do not exceed 100 copies in a month. If in-house photocopies exceed 100 in a month, then we reserve the right to charge \$0.12 per page (or the Firm's cost, whichever is less) but only for each page over 100 in number. If the need for an outside copying job (e.g., Kinko's) arises, we only bill the actual cost incurred for photocopying without markup.

Computer Research. We do not charge for the Firm's service agreement with WestLaw or other electronic provider of legal research resources.

Telecommunications. We do not charge for local or long-distance phone calls or facsimiles.

Mail/Messengers. We do not charge for regular mail; however, bulk mailings, packages and special postal services may be charged at the Firm's actual cost. Messengers are used as appropriate to assure expedited delivery. The actual cost of such messenger services is charged without markup.

Travel. We will not charge the City for travel from our offices to the Howard L. Brown Public Safety Building.

Internet Usage. We may be asked to use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise.

Termination of Services. You may terminate the services of Lauber Municipal Law, LLC, at your discretion by giving us 30 days written notice of termination. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Termination by us will be effective upon 30 days written notice delivered to you. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

Questions. One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services, billing, or payment status of your account to me.