

BILL NO. 467

ORDINANCE NO. 449

INTRODUCED BY: Trustees Slama, Fortune, Young, Graves and Whitmore

**AN ORDINANCE APPROVING A PROFESSIONAL  
SERVICES AGREEMENT BY AND BETWEEN  
THE VILLAGE AND ITS COUNSEL, ROBERT L. HARTZOG, JR.**

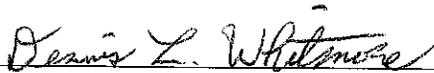
BE IT ORDAINED by the Board of Trustees of the Village of Twin Oaks, as follows:

Section 1. A Professional Services Agreement between the Village of Twin Oaks and Village Counsel, Robert L. Hartzog, Jr., as per Exhibit "A" attached to and incorporated herein by reference, is hereby Approved.

Section 2. The Board Chairman and Administrator/Clerk are hereby authorized to execute said Agreement on behalf of the Board of Trustees.

Section 3. This Ordinance shall be in full force from and after its approval and its provisions shall take effect on the 1<sup>st</sup> day of January, 2015.

PASSED and APPROVED this 7 day of January, 2015.

  
\_\_\_\_\_  
Dennis L. Whitmore, Chairman  
Board of Trustees

ATTEST:

  
\_\_\_\_\_  
Kathy A. Runge,  
Village Clerk

First Reading: 1-7-2015

Second Reading: 1-7-2015

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into by and between the Village of Twin Oaks, an incorporated Missouri Municipality (hereafter "Village") and Robert L. Hartzog, Jr., a licensed Missouri attorney (hereafter "Attorney");

WITNESSETH THAT:

1. The parties agree that Attorney's compensation for services rendered as Village Counsel shall be changed from an hourly rate to a monthly retainer of \$4,300.00 effective January 1, 2015.
2. Attorney agrees to render all legal services requested by the Administrator or Board of Trustees as historically provided on an hourly basis, excepting only litigation matters or special services identified by the parties and agreed to in advance on the basis of a gross or hourly fee. As of the date of this Agreement, neither party is aware of any litigation nor special services that would exceed the agreed monthly retainer.
3. From and after the effective date of this Agreement, Attorney will continue to submit a monthly summary of services rendered during the previous month on or before the 15<sup>th</sup> day of the month following and Attorney's retainer will be paid on a regular basis without monthly invoices other than as required for recovery of costs expended with prior approval by the Village or for litigation or special services as may be agreed to.
4. The parties acknowledge that this is a Professional Services Agreement and not an annual contract of employment. That is to say, Attorney shall remain an independent contractor and "at will" vendor of services subject to the Board's discretion. As such, the Village will provide Attorney with a 1099 statement annually throughout the term services are rendered.

5. In the event Attorney is unable to perform his services due to illness or injury, this Agreement may be terminated immediately.

6. Barring accident or unexpected illness, Attorney shall give three months written notice to Village of his intended retirement or intent to discontinue service as Village Counsel.

THIS AGREEMENT signed and sealed this 7 day of January, 2015.

Dated: Jan 7, 2015 Robert L. Hartzog Jr  
ROBERT L. HARTZOG, JR.  
Attorney

THE VILLAGE OF TWIN OAKS

Dated: Jan 7, 2015 By: Dennis L. Whitmore  
Dennis L. Whitmore,  
Chairman

ATTEST: Kathy A. Runge  
Kathy A. Runge,  
Village Clerk