MUSCATINE

City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
(563) 264-1550
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HUMAN RESOURCES

To: Gregg Mandsager, City Administrator

From: Stephanie Romagnoli, Human Resources Manager

Date: August 13, 2010

Re: Request to Approve Attorney Agreement

Due to the retirement of Bill Sueppel, the City's long term labor attorney, a search for a new attorney to provide these services has been conducted.

A request for qualifications was sent to select legal firms specializing in public sector labor law. In addition, the request was made public on website services. The City received four responses; three of the four respondents were interviewed. The interview committee consisted of Stephanie Romagnoli, Gregg Mandsager, Nancy Lueck, Gary Coderoni, Mayor O'Brien, and Council members Fitzgerald and Roby.

At this time the committee is recommending the City enter into the attached agreement with Matthew Brick from the Brick-Gentry Law Firm to provide employment law services. Please let me know if any additional information is required.

BRICK GENTRY P.C.
ATTORNEYS & COUNSELORS at LAW

MATTHEW S. BRICK
ATTORNEY

T: 515-274-1450
F: 515-274-1488
Matt.Brick@brickgentrylaw.com

ATTORNEY-CLIENT HOURLY FEE AGREEMENT AND ENGAGEMENT LETTER

This contract is an hourly fee agreement and engagement letter between Matthew Brick of Brick, Gentry P.C. ("Attorney") and City of Muscatine ("Client"). Attorney will provide legal services to Client on the terms set forth below.

1. CONDITIONS.
This agreement will not take effect, and Attorney has no obligation to provide legal services, until Client returns a signed copy of the Agreement.

2. SCOPE OF SERVICES.
Attorney is being hired to represent Client with employment and labor matters on an as needed basis. Attorney will provide all legal services reasonably required to represent Client and will take all reasonable steps to keep Client informed of Attorney's progress. This Agreement takes precedence over all previous fee agreements and, unless Attorney and Client enter into a subsequent fee agreement, this Agreement will govern all future services Attorney may perform for Client.

3. RETAINER.
Client is not required to remit a retainer.

4. LEGAL FEES AND BILLING PRACTICES.
Client will be charged for time spent relating to the matter, including telephone calls with Client and/or opposing counsel. Attorney reserves the right to assign other personnel to Client's matter and Client agrees to pay Attorney and other personnel for all time spent on Client's case. The hourly rates are: $150.00 an hour for attorneys and $75.00 an hour for law clerks and paralegals. All time is billed in six-minute increments and there is a minimum one (1) increment charge for electronic correspondence and two (2) increment charge for telephone calls.

5. COSTS AND OTHER CHARGES.
To aid in the preparation or presentation of Client's case, it may become necessary to hire experts, consultants or investigators. Attorney will select the personnel to be hired but will not hire said persons until discussing them with Client. In addition, Attorney may incur various costs and expenses in performing legal services under this agreement and Client agrees to pay those costs and expenses. Costs and expenses typically include long-distance telephone calls, delivery fees, postage, parking, travel expenses, photo-copying, reproduction costs, word processing charges, charges for computer research time and other similar items.

6. BILLING STATEMENTS.
A periodic statement will be sent to Client that sets forth all fees and costs incurred. The amount owing on such statement is due within thirty (30) days of the statement's date. In addition,

Client may request a statement at intervals of no less than thirty (30) days. All sums due shall be sent to: Matt Brick, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266.

7. DISCHARGE AND WITHDRAWAL.
Client may discharge Attorney at any time. If Client terminates Attorney's employment, Client shall pay Attorney a fee based on the fair and reasonable value of Attorney's services performed prior to termination. Attorney may withdraw with Client's consent or for good cause (*i.e.*, breach of this agreement, refusal to cooperate or when Client takes an action rendering continuing representation unlawful or unethical). When services are concluded all unpaid charges immediately become due and payable.

8. DISCLAIMER OF GUARANTEE.
Attorney makes no guarantee as to the outcome of the case. Nothing in this agreement and no statement to Client will be construed as a promise or guarantee about the outcome.

9. EFFECTIVE DATE.
This agreement takes effect when Client performs the conditions set forth in Paragraph One.

8/23/10
Date

Matthew S. Brick, Attorney

I, Richard W. O'Brien, on behalf of the City of Muscatine, have read and understood the foregoing terms and agree to them.

8/20/10
Date

Richard W. O'Brien
Name: Richard W. O'Brien
Title: Mayor
Address: 215 Sycamore Street
Address: Muscatine, Iowa 52761
Email: mayor@ci.muscatine.ia.us
Telephone: 563-264-1550

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