

RESOLUTION NO. 1529

RESOLUTION APPROVING LEGAL SERVICES AGREEMENT AND AUTHORITY TO REPRESENT WITH LYNCH DALLAS, PC IN AN AMOUNT NOT TO EXCEED \$2,300.

WHEREAS, the City of West Branch desires update their employee handbook; and

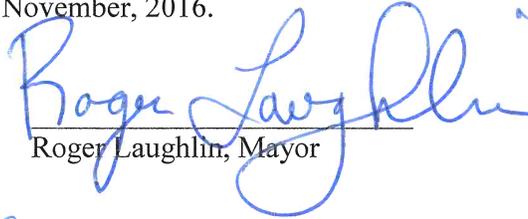
WHEREAS, Lynch Dallas, PC, of Cedar Rapids, IA has provided a proposal for this service; and

WHEREAS, this proposal would include a complete review of the existing employee handbook and suggested revisions per the direction of the West Branch City Council; and

WHEREAS, it is now necessary to approve said proposal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned proposal from Lynch Dallas, PC, of Cedar Rapids, IA is hereby approved.

Passed and approved this 7th day of November, 2016.


Roger Laughlin, Mayor

ATTEST:


Matt Muckler, City Administrator/Clerk

LEGAL SERVICES AGREEMENT AND AUTHORITY TO REPRESENT

The City of West Branch, Iowa, hereby authorizes Holly A. Corkery and the attorneys of Lynch Dallas, P.C. ("LDPC") to serve as legal counsel to the City of West Branch with respect to revision of the City of West Branch Employee Handbook. This representation, which shall not be exclusive, shall be governed by the following terms and conditions:

1. Our attorneys will exercise their best efforts on the City's behalf and will not settle any dispute or matter involving the City without the consent of its City Administration and City Council.

2. Our attorneys expect us to answer their calls, respond to their correspondence, and supply them with complete and accurate information.

3. Attorneys' Fees. The amount our attorneys will receive for attorneys' fees for the legal services to be provided under this Agreement will be as follows:

a. Flat Fee. None.

b. Hourly Fee. We shall pay Shareholders a fee of \$175.00 per hour; Associates \$135.00 per hour; and Legal Assistants \$85.00 per hour for all services performed under this contract. We shall pay Attorney the amount of \$2,300.00 at the time of signing this agreement as an advance to be used for payment of fees and expenses incurred. Any unused portion of the advance shall be refunded to us. The charges to review and revise the Employee Handbook will not exceed \$2,300.00.

c. Contingency Fee. None.

d. Reinstatement. N/A.

e. Counterclaim. N/A.

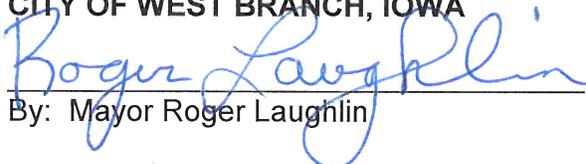
4. Costs. We agree to assume and pay all costs including copying costs, telephone charges, necessary travel expenses and any other administrative costs chargeable to us.

5. Discharge or Withdrawal of Attorney. The City shall have the right to terminate LDPC at any time. The City will, however, still owe LDPC any money due at the time the City gives notice of that decision including but not

limited to advanced costs and the recoverable hourly rate noted above already expended on the City's behalf pursuant to this Agreement. LDPC has the right to withdraw from representing the City if: (a) the City insists upon pursuing an objective LDPC deems to be imprudent; (b) the City makes representation unreasonably difficult or unethical; (c) the City fails to disclose information after being asked to do so or discloses false information; (d) the City fails to cooperate in pursuing its matters; (e) the City fails to pay fees or expenses when due; or (f) other good cause for withdrawal exists. LDPC does not give up its right to withdraw even where they continue to represent the City after an event permitting withdrawal.

Dated at Cedar Rapids, Iowa, this 11th day of November, 2016 by City of West Branch, Iowa

CITY OF WEST BRANCH, IOWA


By: Mayor Roger Laughlin

Dated at Cedar Rapids, Iowa, this _____ day of October, 2016 by LDPC.

By: _____

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