

**RESOLUTION 2023-27**

**RESOLUTION APPROVING A LEGAL SERVICES AGREEMENT AND  
AUTHORITY TO REPRESENT WITH LYNCH DALLAS, P.C.**

**WHEREAS**, the City of West Branch desires update their employee handbook dated October 2016; and

**WHEREAS**, Lynch Dallas, P.C., 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, recent amendments and provide legal counsel on employment law related questions; and

**WHEREAS**, the price of the contract is followed below; and

Reimbursement of Expenses

Filing Fees	Actual Cost
Postage	Actual Cost
Mileage	Federal Rate (IRS)
Online Research (Westlaw®)	\$40.00/search (not to exceed one charge per research project)
Color Copies	\$0.60/page

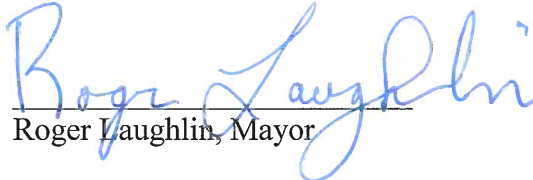
FEES.

Shareholders	\$200.00
Associates	\$175.00
Paralegals/Legal Assistants	\$125.00

**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, P.C., of Cedar Rapids, IA is hereby approved.

**Passed and approved this 20th day of March, 2023.**

  
\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

  
\_\_\_\_\_  
Leslie Brick, City Clerk

## CONTRACT FOR LEGAL SERVICES

IT IS AGREED between the City of West Branch, Iowa ("City"), and Lynch Dallas, P.C. ("Attorneys"), as follows:

1. **LEGAL SERVICES.** Lynch Dallas, P.C. will provide legal services as requested for handbook and employment law related questions on an as-needed basis.

2. **EXPENSES.** In addition to payment for fees, the City shall reimburse Attorneys for reasonable expenses incurred on behalf of the City, including but not limited to computer-aided legal research, federal mileage rate for travel, cost of securing records or documents, photographs, hospital records, medical reports, medical examinations, filing fees, court costs, depositions, expert witness fees, and other reasonable expenses incurred by Attorneys for the City. In the case of very large expenses, the City may be required to pay said expenses directly or in advance. Any unpaid expense will be billed periodically by Attorneys and will be paid by City upon billing. Any unused expense money advanced to Attorneys by the City shall be refunded to the City.

### Reimbursement of Expenses

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3. **FEES.** The City shall pay Attorneys for fees at the following hourly rates:

Shareholders	\$200.00
Associates	\$175.00
Paralegals/Legal Assistants	\$125.00

The City shall be billed an attorney's usual hourly rate for travel time, plus reimbursement for mileage at the federal rate, as set forth above.

4. **BILLING.** The City shall be billed monthly for fees and expenses incurred in the previous month. Attorneys shall bill in increments of .1 (one-tenth) of an hour, and each entry shall be separately accounted and described. It is the City's responsibility to ask questions if a bill requires clarification. Bills shall be paid within thirty (30) days of receipt.

5. **PLACE OF PAYMENT.** All sums due shall be paid at Attorneys' office, Lynch Dallas, P.C., P.O. Box 2457, 526 Second Avenue SE, Cedar Rapids, Iowa 52406-2457.

6. **COMMUNICATION.** Consistent with the City's desire to balance the efficient control of legal expenses with the need for the City's politically elected to leaders to be kept aware of important developments, Attorneys shall use reasonable best efforts to ensure the Mayor and the City Council are appropriately informed of ongoing matters and questions are answered promptly. The City's point of contact with the authority to authorize legal work and advice shall be the City Administrator unless or until additional authorization is provided by City Council.

7. **CONTINUING CONTRACT; RATE ADJUSTMENT.** This Contract shall continue in full force and effect without action of the parties. Considering the ongoing nature of this Contract, it may be necessary for Attorneys to periodically adjust hourly rates and/or expenses to account for changing market conditions. Attorneys shall submit hourly rate and/or expense adjustments to the City in writing on

or before January 1 of the year during which the adjusted hourly rates and/or expenses will take effect, with such adjusted hourly rates and/or expenses to automatically take effect on July 1<sup>st</sup> of said year.

8. **DISCHARGE OR WITHDRAWAL.** The City shall have the right to terminate Attorneys at any time. The City will, however, still owe Attorneys 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 Contract. Attorneys have the right to withdraw from representing the City if: (a) the City insists upon pursuing an objective Attorneys 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. Attorneys do not waive their right to withdraw even where they continue to represent the City after an event permitting withdrawal.

9. **RECORDS.** At the City's request upon termination, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and charges. Attorneys' files, including attorney work product, pertaining to the above referenced representation will be retained by Attorneys. For various reasons, including the minimization of unnecessary storage expenses, Attorneys reserve the right to dispose of any documents or other material retained by Attorneys following termination of this engagement in accordance with applicable industry standards.

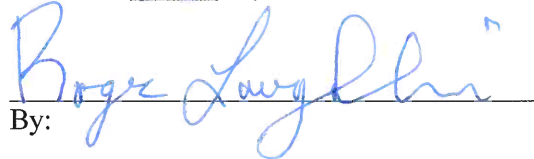
10. **GENERAL PROVISIONS.** This Contract replaces all prior agreements between the parties and contains the entire agreement of the parties. This Contract shall not be amended except by a written instrument duly signed by the City and Attorneys. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

**CITY OF WEST BRANCH, IOWA**

**LYNCH DALLAS, P.C.**

Dated the 20 day of March 2023

Dated the \_\_\_\_\_ day of March 2023

By: 

By: Holly A. Corkery, Shareholder

Attest:



or before January 1 of the year during which the adjusted hourly rates and/or expenses will take effect, with such adjusted hourly rates and/or expenses to automatically take effect on July 1<sup>st</sup> of said year.

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**CITY OF WEST BRANCH, IOWA**

**LYNCH DALLAS, P.C.**

Dated the \_\_\_\_\_ day of March 2023

Dated the 23<sup>rd</sup> day of March 2023

By: \_\_\_\_\_

By: Holly A. Corkery, Shareholder

Attest: \_\_\_\_\_