

RESOLUTION # 31 (2024-2025)

RESOLUTION ACCEPTING CONTRACT

Council member _____ introduced the following Resolution entitled RESOLUTION ACCEPTING CONTRACT with _____ TO act as A GENERAL ATTORNEY for the City of Slater, Iowa as outlined in attached contract. Council member _____ seconded the motion to adopt. The roll call vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted.

Now, therefore, be it resolved by the city council of the city of Slater, Iowa:

Section 1. That the Mayor and City Administrator/Clerk are hereby directed to execute contract with the said attorney for specified services, said contract not to be binding on the city until approved by this council.

PASSED AND APPROVED, this _____ day of _____, 2025.

Taylor Christensen, Mayor

ATTEST:

Jennifer Davies, City Administrator / Clerk



MATTHEW S. BRICK
ATTORNEY

T: 515-274-1450
F: 515-274-1488
matt.brick@brickgentrylaw.com

DATE

ADDRESS
PHONE
EMAIL

RE: Attorney Engagement Agreement

Dear XXXX:

Thank you for engaging Brick Gentry P.C. (hereinafter referred to as the “Firm”) to represent you as your legal counsel. We appreciate the confidence you have expressed by choosing our Firm. This letter addresses the scope and terms of our representation. Please carefully review the information provided below. At the end of this letter is a signature line for you to sign under the heading Acceptance of Engagement Terms. If you agree with the terms set forth in this letter, please sign on the signature line. Upon your written signature of acceptance, the attorney engagement terms set forth in this letter shall become a written engagement contract (the “Agreement”) governing our legal representation on your behalf.

- 1. IDENTIFICATION OF PARTIES.** This Agreement is made between the Firm and XXXX (hereinafter referred to as “Client”). The Firm represents only Client and represents no other individual or entity in this matter. There are no intended third-party beneficiaries to the relationship between the Firm and Client.
- 2. EFFECTIVE DATE.** This Agreement is effective upon execution by Client.
- 3. SCOPE OF REPRESENTATION.** Client has engaged the Firm to perform legal services on behalf of Client relating to XXXX (Scope of Representation”). The Firm will provide legal services to Client concerning any matters as may be assigned, from time to time, by Client to the Firm. The Firm will provide all legal services reasonably required to represent Client and will take all reasonable steps to keep Client informed of the Firm’s progress. This Agreement takes precedence over all previous engagement or fee agreements and, unless the Firm and Client enter into a subsequent engagement or fee agreement, this Agreement will govern all future services the Firm may perform for Client.

3. LIMITED SCOPE OF REPRESENTATION. The scope of the Firm's representation does not include advice or services regarding accounting, tax, securities or business management, and related non-legal matters and advice. If Client desires the Firm to consult with other professionals retained by Client regarding this matter, the Firm will communicate with Client in writing to confirm the scope of such consultations prior to initiating same.

4. HOURLY FEES AND BILLING PRACTICES. Fees for services rendered will be based on the reasonable value of those services as determined in accordance with the American Bar Association and Iowa Rules of Professional Conduct. Such fees will be based primarily on the hourly billing rates of the applicable attorneys within the Firm. Matt Brick will be the primary lawyer working on this matter (hereinafter referred to as the "Primary Attorney"), and the Primary Attorney's fees will be billed at the rate of \$350 per hour. If other persons within the Firm work on this matter, their time generally will be billed as follows: partners bill at a rate of \$350 per hour, associates bill at a rate of \$250 per hour, and paralegals and law clerks at a rate of \$150 per hour. Billing rates differ, depending generally on the attorney's experience and years of practice, and the Firm adjusts these rates from time to time; however, these rates do not include rates for specialized matters—including but not limited to intellectual property issues. *For municipal clients, the hourly rates are \$200 per hour for all attorneys and \$100 per hour for law clerks and paralegals.*

The time for which Client will be charged will include, but will not be limited to, telephone, electronic and office conferences with Client, counsel representing other parties, witnesses, consultants, court personnel and others; conferences among our legal personnel; factual investigation; legal research; responding to Client's requests to provide information to Client's auditors in connection with review or audits of financial statements; drafting of letters, pleadings, briefs and other documents; travel time; waiting time in court; and time in depositions and other discovery proceedings. Time is billed in tenths of an hour with a minimum charge of .5 tenths for phone calls and .3 tenths for emails. In an effort to reduce legal fees, paralegal personnel and student law clerks may be used. Time devoted by paralegals and law clerks to Client matters is charged at hourly billing rates, which also are subject to adjustment from time to time by the Firm. Law clerk and paralegal billings are specifically listed on Firm statements. Other factors may be taken into consideration in determining fees, including the responsibility assumed, the novelty and difficulty of the legal problem involved, the benefit resulting to Client and any unforeseen circumstances arising in the course of our representation.

5. COSTS AND EXPENSES. In addition to fees for services mentioned in Section 4 above, Client agrees to pay or reimburse the Firm for costs and expenses incurred in performing such services, including, but not limited to, photocopying; messenger, delivery and courier services; computerized research; travel (including mileage, parking, airfare, lodging, meals and ground transportation); long-distance telephone calls; word processing; court costs and filing fees; witness fees; deposition costs; photographs; securing records or documents; hospital records; medical reports; and medical examinations. Certain of such costs and expenses may be charged at more than the Firm's direct cost to cover the Firm's overhead. Unless special arrangements are made at the outset, fees and expenses of others will not be paid by the Firm and will be the

responsibility of, and billed directly to, Client. The Firm's standard policy is that the Firm will not advance expenses on behalf of clients and that the Firm will notify the client of the upcoming expense and require the client to deliver payment to the Firm before the expense is incurred.

6. EXPERTS. To aid in the preparation or presentation of Client's case, it may become necessary to retain experts, consultants or investigators. The Primary Attorney will select the personnel to be utilized, subject to prior approval of Client. Unless special arrangements are made, fees and expenses of experts, consultants or investigators will be the responsibility of Client.

7. INITIAL RETAINER. Upon Client's signing of this Agreement, Client agrees to or has delivered to the Firm an initial retainer of \$3,500. The Firm will not begin any work on Client's case until the full amount of the retainer is received. The retainer is not a representation by the Firm that the total fees and costs incurred in this case will be the amount of the retainer or less. The retainer is used to secure the Firm's services at the onset of the attorney/client relationship. *For municipal clients, there is no requirement to provide a retainer.*

8. FIRM TRUST ACCOUNT. Until earned by the Firm, any retainer funds will be held in the Brick Gentry P.C. Trust Account ("Firm's Trust Account"), a trust account established pursuant to the Interest on Lawyer Trust Account program established by the Iowa Supreme Court. Firm's Trust Account is interest-bearing, and interest on this account is remitted to the Lawyer Trust Account Commission, State Capitol, Des Moines, Iowa 50319, as required by law. Client acknowledges that the Primary Attorney and the Firm have an Iowa Code section 602.10116 (2018) attorney lien on Client funds that have been placed into the Firm's Trust Account for fees and expenses due under this Agreement, and otherwise as provided by law.

9. MONTHLY INVOICE STATEMENTS. The Firm will send a monthly invoice statement to Client that itemizes all fees and costs incurred. If retainer funds are being held in the Firm's Trust Account, sufficient funds to cover that month's invoice will be withdrawn from the Account, and the invoice will show such withdrawal as a credit toward the balance of incurred fees and costs. Fees and expenses are payable by Client within thirty (30) days of the statement's date. All sums due shall be sent to the attention of the Primary Attorney at Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266. Client agrees to make prompt payment. The Firm reserves the right to postpone or defer providing additional services or to discontinue representation if invoiced amounts are not paid when due.

10. CLIENT RESPONSIBILITIES. Client will cooperate with and assist the Firm. Such cooperation includes, but is not limited to, providing information and records and assisting in contacting witnesses and preparing documents. Client will attend and appear at such meetings, conferences, examinations, depositions, court or administrative proceedings, and trials as requested by the Firm. Client understands that such attendance and appearances will usually be scheduled during regular working hours and that Client may be required to be absent from Client's place of employment at such times. Client will keep the Primary Attorney informed of any change in Client's address, phone number or email. Failure by Client to cooperate with and assist the Firm will be a basis for withdrawal by Attorney.

11. COMMUNICATION EXPECTATION. One of the most important aspects of the attorney/client relationship is communication about a client's case. The Primary Attorney will keep Client informed about the status of Client matters and the Firm's services. The Firm encourages Client to promptly contact the Primary Attorney whenever Client has any questions or comments regarding services, fees, the status of Client matters, and whenever any relevant new facts or circumstances come to Client's attention. It is much easier to resolve any questions or issues when they arise.

12. FORMS OF COMMUNICATIONS. Client consents to the Firm's communications with Client utilizing in-person contacts, email, telephone (including cellular telephone communications utilizing Client's cellular telephone number), facsimile transmissions, and messenger, delivery and courier services. The Firm has an obligation to advise Client that sending sensitive material over the Internet is not considered sealed or secure and could result in a confidence or secret being revealed in the course of the Firm's representation. Nevertheless, by Client's execution of this Agreement, Client consents to the Firm's use of email for communications with Client.

13. DOCUMENT RETENTION AND DESTRUCTION. During the Firm's representation of Client in this matter, the Firm will maintain a client case file containing relevant original documents, copies of documents, and written, printed and electronic notes, correspondence and communications. Upon written request by Client, the Firm will provide Client with copies of any requested contents of the case file, with the exception of any Firm attorney's personal notes, work product and internal administrative material. Normal copy charges will apply to any such request. Upon written request by Client, the Firm will return to Client original documents in the case file when such original documents are no longer required by Attorney for trial or other legal purposes. At the conclusion of this matter, the Firm will close the client case file and destroy all Client file materials, unless Client has notified the Firm that Client wishes to take possession of the file materials.

14. TERMINATION OF FIRM'S REPRESENTATION.

- A. Discharge of Firm by Client.** Client has the right at any time to terminate the Firm's representation, upon delivery of written notice to the Firm.
- B. Right of Firm to Withdraw from Representation.** The Firm has the right to withdraw from this representation for just reason, upon delivery of written notice to Client. Just reasons for termination of this representation include, but are not limited to, Client's failure to honor the terms of this Agreement; Client's failure to cooperate with or assist the Firm; Client's failure to pay bills when due; Client's failure to follow the Firm's advice on a material matter; Client's requests that would require the Firm to violate the laws of Iowa, any other state or the United States, or the Iowa Rules of Professional Conduct; or any other fact or circumstance that would, in the Firm's view, render the Firm's continuing representation unlawful or unethical. If the Firm exercises the Firm's right to withdraw, Client will take all

steps necessary to free the Firm from any obligation to perform further, including Client's execution of any documents necessary to complete withdrawal by the Firm.

- C. Firm Fees, Costs and Expenses Due Upon Termination.** On the date of termination of the Firm's representation, the entire unpaid balance of Client's account shall immediately become due and payable, including fees for all services rendered and costs or expenses paid or incurred on behalf of Client prior to the date of such termination. Upon termination of the Firm's representation, Client authorizes the Firm to immediately withdraw Client funds from the Firm's Trust Account to pay any fees, costs or expenses incurred prior to the date of termination; and any Client funds remaining in the Firm's Trust Account after payment of said fees, costs and expenses shall be promptly returned to Client.
- D. Client Obligation to Consent to Withdrawal.** If Iowa's court rules require the Firm to obtain court permission for the Firm's withdrawal, Client will sign a consent to withdrawal. Client understands that the Firm's withdrawal is contingent upon the court's permission, and that the Firm will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of Client until the date of withdrawal.

15. CLIENT AGREEMENT TO INDEMNIFY AND HOLD FIRM HARMLESS. If any claim or action is brought against the Firm, or any of its attorneys or other personnel, and such claim arises from Client's negligence or misconduct, Client shall hold the Firm and all of its attorneys and other personnel harmless and indemnify the Firm and all of its attorneys and other personnel for all damages incurred.

16. DISCLAIMER OF GUARANTEE. *The Firm and its attorneys make no guarantee as to the outcome of any case. Nothing in this Agreement and no statement to Client shall be construed as a promise or guarantee about the outcome. Further, the Firm and its attorneys make no guarantee as to the minimum or maximum fees to be incurred.*

17. WARNING - ATTORNEY-CLIENT PRIVILEGE MAY NOT APPLY TO ALL COMMUNICATIONS. Client is advised and warned that, even upon execution of this Agreement, the attorney-client privilege does not automatically attach to every communication between Firm attorneys and personnel and Client. For example, sending or receiving emails using a computer, other device or email account where there is significant risk that a third-party may gain access can waive the attorney-client privilege. In addition, Client should avoid using a workplace device or system for attorney-client communications, especially sensitive or substantive communications, as even ministerial communications involving legal matters sent on such systems could result in a waiver of the attorney-client privilege.

18. MODIFICATION AND SEVERABILITY. Any modification to this Agreement shall be in the form of a written instrument signed by both parties. If any portion of this Agreement shall

be found by a court of law to violate the laws of Iowa or the United States, that portion of the Agreement shall be severed, and the remainder of the Agreement shall remain in force and effect.

19. CHOICE OF LAW AND CHOICE OF FORUM. In the event that there is a dispute in regard to this Agreement, any such dispute shall be adjudicated under the laws of Iowa and shall be brought in a court of competent jurisdiction in Polk County, Iowa.

We look forward to working with you. If at any time you have questions or concerns about these policies or any element of your case, please do not hesitate to contact the Primary Attorney directly. If the foregoing accurately reflects your understanding, and you agree to the terms and conditions of our representation, please indicate your acceptance by signing on the signature line at the end of the Acceptance of Engagement Terms below, and return this document to our office.

Sincerely,

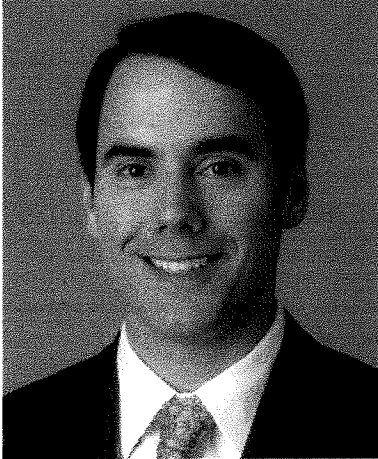


Matthew S. Brick
BRICK GENTRY, P.C.

ACCEPTANCE OF ENGAGEMENT TERMS

I, _____, have read the foregoing attorney engagement letter setting forth terms of legal representation. By signing this acceptance of engagement terms, I hereby agree to the terms of legal representation set forth in the foregoing engagement letter on this ____ day of _____, 20 ____, and I hereby agree that upon my acceptance the terms set forth in the foregoing attorney engagement letter shall be a binding contract between Brick Gentry, P.C. and me.

Printed Name of Client:



Matthew S. Brick

Shareholder

P 515-274-1450 **F** 515-274-1488
matt.brick@brickgentrylaw.com

“Working with clients is what I do best. Whether it’s advising

employers on company policies or helping settle disputes, I always want to procure the best outcome for those I represent. I’ll keep working until I do.”

Matt Brick is a shareholder of Brick Gentry P.C. He specializes in labor and employment matters, as well as the representation of municipalities. Matt represents clients in state and federal court, arbitration and mediation, as well as administrative agencies. As part of his focus, Matt advises employers on employee discipline procedures and assists with drafting, reviewing and revising general employment policies, contracts and affirmative action programs. Matt also works with employers on union-related matters, such as unfair

labor practice charges and negotiating collective-bargaining agreements.

Prior to joining the Firm, Matt worked for Vinson & Elkins, LLP in Dallas, Texas, defending and advising clients in a wide range of labor and employment issues. Matt has extensive civil litigation experience defending employees, employers and public entities on matters such as wrongful termination, discrimination disputes, wage and hours cases and a variety of other statutory and common-law claims.

Areas of Practice

Labor and Employment Law
Municipal Law

Education

University of Iowa College of Law, J.D.,
2001, With High Distinction
University of Iowa, B.S., Psychology,
1995, With Honors

Bar Admissions

Iowa 2001
District of Columbia 2001
Minnesota 2001
Nebraska 2001

Court Admissions

United States Supreme Court
U.S. Court of Appeals, 8th Circuit
U.S. Court of Appeals, 5th Circuit

Memberships

Inns of Court
Iowa State Bar Association
Nebraska State Bar Association
District of Columbia Bar Association



BRICK GENTRY P.C.

We put clients first.

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Matthew S. Brick

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Matt Brick is a shareholder with Brick Gentry P.C. Mr. Brick's practice is divided between municipal and employment law. He handles labor negotiations and disputes, as well as advises clients on employee discipline, employment policies and contracts. Mr. Brick is admitted to practice in the District of Columbia, Iowa, Minnesota, Nebraska, the United States Courts of Appeal for the Fifth and Eighth Circuits, and the United States Supreme Court.

EDUCATION

University of Iowa Law School, Iowa City, Iowa

Juris Doctorate with High Distinction, 2000

Graduate of a two year accelerated study program and recipient of a full-ride merit scholarship.

University of Iowa, Iowa City, Iowa

Bachelor of Science with Honors, 1995

Received an Honors Research Grant, selected as an Honors Teaching Assistant for an undergraduate Psychology course, and inducted into the University of Iowa Honors Society and the National Psychology Honors Society.

PROFESSIONAL EXPERIENCE

Brick, Gentry P.C., Des Moines, Iowa,

Attorney, 2001-Present

Defended and advised public and private clients in a wide range of labor and employment issues. Represented clients in labor negotiations and before both PERB and the NLRB and defended employers against a variety of employment and general civil litigation claims. Representative client include Metro Solid Waste, Metro Transit Authority, City of Ankeny, City of Council Bluffs, Dallas County, Polk County & Poweshiek County.

ADDITIONAL PROFESSIONAL EXPERIENCE

Windsor Heights City Council Windsor Heights, Iowa

City Council Member, 2002-2003

Responsible for planning and overseeing the annual City budget, managing the public works, capital planning, marketing, and special events committees, final approval over the appointment and termination of City employees, and passage of City ordinances, resolutions and motions. Recipient of the Iowa League of Cities' 2003 Outstanding Young Council Member Award.