

RESOLUTION NO. R-15-82

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LITTLER MENDELSON, PC LAW FIRM FOR LABOR LAW SERVICES FOR THE CITY OF GLADSTONE, MISSOURI.

WHEREAS, the Council of the City of Gladstone, Missouri, has selected Littler Mendelson, PC Law Firm to provide special counsel labor law services for the City of Gladstone, Missouri; and

WHEREAS, the City and Littler Mendelson, PC Law Firm desire to execute an agreement for the duties, compensation, and other conditions for the provision of special counsel labor law services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute an agreement for special counsel labor law services with Littler Mendelson, PC Law Firm, under the terms and conditions as set out in such agreement.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 14TH DAY OF DECEMBER, 2015.



Mayor Bill Garnos

ATTEST:



Ruth E. Bocchino, City Clerk

Littler Mendelson, PC
1201 Walnut
Suite 1450
Kansas City, MO 64106

December 2, 2015

Jeffrey M. Place
816.627.4402 direct
816.627.4400 main
816.817.1645 fax
jplace@littler.com

VIA EMAIL [KIRKD@GLADSTONE.MO.US]

Mr. Kirk L. Davis
City Manager
City of Gladstone
7010 N. Holmes
Gladstone, MO 64118-2646

Re: Labor Relations Matters

Dear Mr. Davis:

Thank you for retaining Littler Mendelson to provide advice and counsel to the City of Gladstone, Missouri in connection with labor relations matters. Specifically, you have engaged me to represent the City of Gladstone with regard to an election petition filed by Laborers Local 663 with the State Board of Mediation. Additional services may be rendered on an as-requested basis, at your discretion.

Our Fees and Billing Policy

As you know, our legal fees are based on how much time is spent on your matter and by whom it is spent. Legal fees may also reflect the substantial value of specialized work product prepared by the Firm prior to the engagement, but which has been adapted for your use. If we use that kind of work in this project, the fees charged may be greater than those which would be charged for the actual time spent making the adaptation, but substantially less than those that would be charged if all of the time spent creating the underlying work product was reflected on your bill. A minimum time of six minutes is charged for work performed, even though the actual time expended may be less. Work in excess of six minutes is billed similarly in increments of six minutes.

Under the Firm's fee structure, the hourly fees for attorney time, paralegal time, and legal research assistance vary by individual. My standard hourly rate is \$465. For my time on this project, however, we have agreed to charge you \$330 per hour. I will be primarily responsible for the work performed on behalf of the City. If I believe it appropriate to involve an associate or paralegal on the City's projects, I will discuss it with you before assigning work to others.

We will bill you for reasonable and necessary individual expenses of less than \$2000 which we incur in connection with your representation. We will provide you with additional

details on these and any expenses upon request. Expenses will be billed at cost, without any markup.

We will forward to you invoices from vendors in amounts in excess of \$2000 and will expect that you will promptly pay the vendors. Failure to make prompt payments could adversely affect our relationships with the vendors and hinder our ability to successfully represent you.

We will bill you for our services and expenses monthly, and you agree to pay our statements upon presentation. We believe that our billing procedures are simple and clear. Our billings, together with communications with you through telephone conversations, meetings, letters, facsimiles and copies of significant documents, serve to inform you of the work being performed on your behalf. However, should you have any questions or comments about hourly rates, hours charged, billing practices, or expenses, we strongly encourage you to contact us promptly.

If you request or require any changes to the format of our billings, including the amount of detail or itemization of our work, or if you have concerns with the accuracy or amount of any billing to you, you agree to notify us in writing within 60 days of receipt of the billing of any such concern, request, requirement or objection. Upon the expiration of the 60-day period, all billings not previously objected to in writing shall be deemed accepted and a part of this written agreement.

Termination of Representation

We do not foresee any circumstance that would lead to termination of our attorney-client relationship, other than completion of all anticipated tasks on your behalf. However, the law allows a client the right to terminate the representation of an attorney or law firm at any time. Subject to our giving you reasonable notice for you to arrange alternative counsel, our Firm reserves the right to discontinue work on pending matters or terminate our attorney-client relationship at any time that a statement remains due and unpaid 60 days after it has been sent, at any time when we feel our relationship with you puts us in violation of the Bar's ethical principles and standards or the applicable Rules of Professional Conduct, or at any time termination of the relationship is required or permitted by law.

All files and/or documents retained at the Firm relating to your representation are and remain your property, as the client, except for the Firm's internal and/or administrative documents, such as attorney time sheets. You may have access to these materials at any time, and upon termination of our representation, you may withdraw these materials with prior written notice. The Firm reserves the right to photocopy the client's files at the client's expense. We reserve the right to destroy all files ten years after the cessation of representation in a matter unless you request their return. In the event you choose to change representation

to any attorney outside this Firm, a written notice authorizing the transfer of your files must be submitted. We reserve the right to retain photocopies of any of these documents.

If a Dispute Arises Between Us

We appreciate the opportunity to serve as your attorneys. However, in the event you become dissatisfied with any aspect of our relationship including, for example, the quality or adequacy of our representation or the fees charged, we encourage you to bring such concerns to our attention immediately. It is our belief that most problems can be resolved by good faith discussion between us. Nevertheless, it is always possible that a dispute may arise which cannot be resolved by discussion between us.


If a dispute exists between us regarding attorneys' fees and/or costs, you and the Firm agree that the dispute will be submitted as required or otherwise permitted under state law.

Acknowledgment of This Agreement

Please acknowledge this agreement by signing and returning it to us, keeping a signed copy for your records. We appreciate the confidence you have in Littler Mendelson. We look forward to serving you.

APPROVED, ACCEPTED AND AGREED TO THIS
14th DAY OF DECEMBER, 2015.

ON BEHALF OF THE CITY OF GLADSTONE, MISSOURI



Kirk L. Davis
City Manager

Sincerely,

Jeffrey M. Place

Jeffrey M. Place

JMP/skb