

CITY OF GLASGOW, MISSOURI

BILL NUMBER 20230823

ORDINANCE NUMBER 3513

AN ORDINANCE ; APPROVING THE RETENTION OF ERIN WISEMAN AS THE CITY ATTORNEY; APPROVAL OF CONTRACT; AUTHORIZATION TO MAYOR TO SIGN ON BEHALF OF CITY; TIME WHEN ORDINANCE SHALL TAKE EFFECT

NOW THEREFORE, be it ordained by the Board of Aldermen the City of Glasgow, Missouri, as follows:

Section 1: The Board of Aldermen of the City of Glasgow, Missouri hereby approves the retention of Erin Wiseman of the firm Brydon Swearingen England, PC and as the City Attorney.

Section 2: The terms and conditions as set forth in the attached Contract are hereby accepted and approved and the Mayor is given authority to enter into the Contract on behalf of the city.

Section 3: This ordinance shall be in full force and effect from and after the date of its passage and approval.

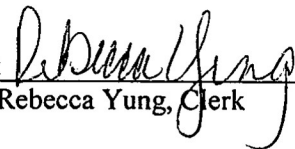
Read two times and passed this 23<sup>rd</sup> day of August, 2023.

  
\_\_\_\_\_  
Larry Neville, MAYOR

Attest   
\_\_\_\_\_  
Rebecca Yung, Clerk

THIS ORDINANCE APPROVED THIS 23<sup>rd</sup> DAY OF AUGUST, 2023.

  
\_\_\_\_\_  
Larry Neville, MAYOR

Attest   
\_\_\_\_\_  
Rebecca Yung, Clerk

## AGREEMENT FOR REPRESENTATION

We appreciate the opportunity to be of professional service. Firm policy requires that we formalize our relationship with a contract for employment. We have found that misunderstandings are eliminated by outlining, in writing, the nature and purpose of our representation, fee arrangements, and other office policies.

THIS AGREEMENT is entered into on this 14 day of August 2023, between the City of Glasgow hereinafter referred to as "CLIENT," and BRYDON, SWEARENGEN, & ENGLAND, P.C., hereinafter referred to as "ATTORNEYS."

### ***Purpose, Nature, And Scope of Our Representation:***

CLIENT (or authorized representative of CLIENT) employs the undersigned ATTORNEYS to represent CLIENT as general counsel for CLIENT and CLIENT does hereby give to said ATTORNEYS the exclusive right to take all legal steps to represent CLIENT'S interests.

### ***Hourly Fee Agreement:***

Our fees for professional services shall be primarily based on the amount of time expended by our ATTORNEYS and paralegal. The rates for our services in this matter are as follows: \$150.00 per hour for attorneys and \$75.00 per hour for paralegals. All time expended by the attorneys, or paralegals, will be billed not less than 1/10 of an hour and submitted monthly to you for payment. Monthly invoices issued prior to the final invoice must be paid in full within 10 days of the billing date. THIS IS NOT A FLAT FEE AGREEMENT.

We do not require a retainer for this agreement.

Any payments in advance will be considered retainer payments and will be held in trust until services have been provided by ATTORNEYS. Unless otherwise specified by us in writing, all retainer payments are deposited and held in our Firm's IOLTA trust account which we maintain in accordance with rules established by the Missouri Supreme Court. We will apply the retainer against our fees for services rendered. Any unused portion of the retainer will be refunded to CLIENT upon discharge of attorney or completion of all services. You agree by signing this document that you will maintain pay your balance monthly upon receipt of your bill.

Our fees do not include costs and expenses for expert witnesses, long distance telephone calls, cellular telephone calls, photocopies, facsimile copies, court costs, filing fees, publication costs, court reporting costs, transcripts, credit card processing fees, etc. We may incur some or all of these expenses as are reasonably necessary in the prosecution of this action. You are responsible for these costs and expenses. As such, we may request that you make advance deposits to cover anticipated costs and expenses. In such event, we will we request in writing that you submit money to us to cover the expected costs or expenses. You agree to deposit said sum within ten (10) days of our request, or as otherwise agreed. Note, 3% processing fee will be added to credit card payments.

CLIENT will regularly receive statements from ATTORNEYS indicating charges for services rendered and charges for direct costs and expenses. CLIENT must immediately contact ATTORNEYS in writing if CLIENT has any question or complaint regarding any charges on CLIENT's statement. CLIENT agrees to make additional attorney fee deposits within ten (10) days of any request, as requested by ATTORNEYS, so that all ATTORNEYS fees will be paid in advance throughout the case.

***Expenses:***

ATTORNEYS are authorized to incur costs and expenses. YOU ARE RESPONSIBLE FOR THE PAYMENT OF ALL EXPENSES, even if the ATTORNEYS may advance the cost or expense. Please note that ATTORNEY may require you to deposit additional money to pay for certain expenses. By this agreement, CLIENT is appointing ATTORNEYS as CLIENT's agent to retain experts, if necessary, and to make expenditures in ATTORNEYS' representation of CLIENT in such amounts as ATTORNEYS determines to be in CLIENT's best interest; however, no expense in excess of Two Hundred Fifty dollars (\$250.00) will be incurred without CLIENT's consent. The ATTORNEY fees do not include costs or expenses for expert witnesses, long distance telephone calls, cellular telephone calls, photocopies, facsimile copies, court costs, filing fees, mileage, computerized legal research, publication costs, court reporting costs, transcripts, credit card processing fees, etc. Any unused expense balance shall be refunded to CLIENT unless there is a balance due to ATTORNEYS for fees; and, in that event, such monies shall first be applied to the attorney fee account.

CLIENT acknowledges that ATTORNEYS' compensation is based upon, among other factors, time and labor, novelty or difficulty of the questions presented, time limitations imposed by this representation, the reputation and experience and ability of ATTORNEYS in performing this type of service. It is understood that the retention of ATTORNEYS and the fee charged herein are only for work to be done to the limit of this proceeding. Upon obtaining a judgment from the court, the case shall be deemed to be completed.

ATTORNEYS have the right in their discretion to withdraw from CLIENT's case if CLIENT has misrepresented or failed to disclose material facts to ATTORNEYS, if CLIENT fails to follow ATTORNEYS advice, or for any other reason. Likewise, CLIENT may discharge ATTORNEYS at any time for any reason. CLIENT will be responsible for any fees and costs incurred prior to ATTORNEYS withdrawal or discharge, including time expended to turn over the file(s) and other information to CLIENT or substitute counsel.

All accounts are due and payable within ten (10) days from date of billing. ALL FEES MUST BE PAID IN FULL FIFTEEN (15) DAYS PRIOR TO THE DATE OF TRIAL.

CLIENT agrees to tell ATTORNEYS the truth, to keep ATTORNEYS advised of CLIENT's address, telephone number, and place of employment, to promptly provide requested information (including documents, etc.), to cooperate in the preparation and trial (if necessary) of CLIENT's case, to appear on reasonable notice for court appearances and depositions, to promptly pay ATTORNEYS statements, and to comply with all reasonable requests made to CLIENT in

connection with the preparation and presentation of this matter.

CLIENT acknowledges and understands that, while ATTORNEYS accepts this employment and promises to render professional legal services to the best of its ability during the continuance of this employment, ATTORNEYS makes no warranties, representations, or guarantees regarding the favorable outcome, results, or successful termination of the case. CLIENT agrees to cooperate fully with the attorney handling his or her case and not to do anything that would compromise that attorney's professional ethics.


***File Retention and Destruction:***

ATTORNEYS will store CLIENT'S file for six years after completion or termination of the representation unless ATTORNEYS and CLIENT enter into a written agreement otherwise. If the CLIENT does not request the file within six years after completion or termination of the representation, the file shall be deemed abandoned by the CLIENT and may be destroyed.

***Messages for Review:***

CLIENT understands that any messages sent must have a white background if they them to be used at trial. No text messages will be printed for trial or hearings with black backgrounds because of the ink required.

I HAVE FULLY READ AND FULLY UNDERSTAND AND AGREE TO EACH OF THE ABOVE TERMS AND CONDITIONS AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

  
\_\_\_\_\_  
Signature of Client

9-15-23  
Date

BRYDON, SWEARENGEN & ENGLAND, P.C.

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Date