

CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING

April 21, 2020

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

1. Open Meeting

Committee Chair Brian Carnes called the meeting to order at 5:47pm.

2. Roll Call

Brian Carnes: Present
Ryan Hinz: Present
Travis Sears: Present
Present: 3.

Also present: City Administrator Tom Ourada, City Clerk Judi Meyer, Finance Director Jerry Wilcox, City Attorney Kyle Manley, Building Inspector Brad Bailey, Police Chief Steve Hensel, Mayor Bauer, other City Council members.

3. Items of Business

- A. Discuss and provide a recommendation to the City Council on entering into a legal services agreement with Cline Williams for labor and employment counseling related to collective bargaining negotiations.

Recommend City Council approve contract with Cline Williams for Labor and Employment Counseling.
Carried with a motion by Ryan Hinz and a second by Travis Sears.
Brian Carnes: Aye, Ryan Hinz: Aye, Travis Sears: Aye
Aye: 3, No: 0

4. Officers' Reports

5. Adjournment

The meeting was adjourned at 5:52pm.

CLINE WILLIAMS

ENGAGEMENT AGREEMENT FOR LEGAL SERVICES

This Engagement Agreement for Legal Services (“Agreement”) confirms that City of Crete, Nebraska (“City of Crete”) hereby retains and employs the law firm of Cline Williams Wright Johnson & Oldfather, L.L.P. (“Cline Williams”) as its attorneys. Cline Williams’ representation of City of Crete will begin upon Cline Williams’ receipt of a signed copy of this Agreement.

Retention and Scope of Engagement. City of Crete retains Cline Williams to provide the following legal services: Labor and Employment Counseling. The legal services which Cline Williams will provide under this Agreement are limited to those services set forth in this paragraph, and will not include advice on tax-related or other issues or matters unless and to the extent specifically requested by City of Crete and included in the scope of Cline Williams’ representation as set forth above.

It is City of Crete’s responsibility to ascertain whether City of Crete is covered by any insurance for either liability or legal expenses. If so, City of Crete is responsible to notify City of Crete’s insurers of the claim or potential claim and Cline Williams’ involvement as soon as possible. It is also City of Crete’s responsibility to inform Cline Williams if City of Crete believes that City of Crete has insurance coverage for the specific matter for which Cline Williams has been retained.

Client Liaison and Cline Williams Liaison. Tom Ourada will be City of Crete’s primary client contact for Cline Williams in connection with the legal services provided by Cline Williams pursuant to this Agreement. Henry L. Wiedrich will be the Cline Williams attorney who will serve as the primary contact for City of Crete for the legal services provided by Cline Williams pursuant to this Agreement.

Fees for Legal Services. Cline Williams’ fees for legal services will be charged based upon the amount of time each attorney and paralegal expends on legal services provided pursuant to this Agreement multiplied by an hourly rate Cline Williams assigns annually to each attorney or paralegal.

The hourly rates assigned to each Cline Williams attorney and paralegal vary depending on the experience of the professional involved. The hourly rates for the attorneys and paralegals who, at this time, have been identified as likely

All billing statements not paid within forty-five (45) days of the billing statement date will be deemed to be past due and interest will accrue from the billing statement date on all amounts set forth in the statement at the rate of one percent (1%) per month.

If City of Crete has any questions about any invoice, City of Crete should raise them with Cline Williams as soon as possible. If any portion or element of an invoice is questioned, then the remainder of the invoice is to be paid within 30 days.

City of Crete further agrees that the proceeds of any recovery by City of Crete, whether by settlement, judgment, levy or otherwise, are available to satisfy the fees and expenses owing Cline Williams, and Cline Williams shall possess a lien upon all funds recovered to secure payment of fees and expenses.

City of Crete is ultimately responsible for payment of Cline Williams' billing statements, even though a third party may have agreed with City of Crete to do so on City of Crete's behalf. An attorney may accept payment for fees from someone other than a client so long as (1) the client consents after consultation and full disclosure, (2) the third party does not interfere with the attorney's independence of professional judgment or with the attorney-client relationship and (3) the attorney preserves client confidences in accordance with the ethical duty of confidentiality. To the extent a third party, such as a family member or an insurance company, will be paying City of Crete's legal expenses, City of Crete is Cline Williams' client and Cline Williams is performing services on City of Crete's behalf, not on the third party's behalf. City of Crete controls the decisions.

Insurance billing guidelines may require Cline Williams to provide some level of detail about the services provided to City of Crete. Insurance companies normally consider the billing information confidential.

Withdrawal from Representation. Cline Williams reserves the right to withdraw from representation under circumstances permitted by applicable rules of professional conduct. These situations include, but are not limited to: City of Crete's failure or refusal to carry out its promises in this Agreement; a conflict of interest that prevents Cline Williams' continued representation, or where City of Crete's conduct makes continued representation by Cline Williams unreasonably difficult.

Termination of Representation. When Cline Williams has completed the scope of work for which Cline Williams has been retained under this Agreement, Cline Williams will consider Cline Williams' representation of City of Crete pursuant to this Agreement to have ended.

City of Crete may terminate Cline Williams' representation at any time, with or without reason. City of Crete's termination of Cline Williams'

representation in no way relieves City of Crete of the obligation to pay for legal services that have been rendered and expenses incurred prior to the time of termination or that are necessitated to make an orderly transfer of Cline Williams' file materials.

Dated this 10th day of April, 2020.

City of Crete

By: _____
Authorized Representative

Print Name: _____

CLINE WILLIAMS
WRIGHT JOHNSON & OLDFATHER, L.L.P.

By: Henry L. Wiedrich
Partner