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March 30, 2023

Via Email: [cityattorney@cityofmoberly.com](mailto:cityattorney@cityofmoberly.com)

Randall Thompson  
City Attorney  
City of Moberly  
101 West Reed Street  
Moberly, Missouri 65270

Re: Engagement Letter

Dear Mr. Thompson:

Thank you for contacting me concerning your legal needs and allowing my firm to provide you with legal services regarding the city's pretreatment program and Swift Foods' noncompliance. The firm will provide legal representation to you at an hourly rate of \$300.00 per hour for attorney work and \$150.00 per hour for paralegal or law clerk time. This hourly rate is guaranteed through December 31, 2024. The firm bills in one-tenth of an hour increments and issues to our clients monthly itemized statements indicating the attorneys who provide the service. Our itemized statements cover the calendar month. Out-of-pocket expenses will be included in future statements, and will include, but not necessarily be limited to large copy jobs, postage, overnight express deliveries and travel expenses. Billing statements are due and payable within 10 days of receipt of the statement. All outstanding balances not paid within 30 days from the date of billing will be assessed a finance charge of 1.5% per month.

We will need to discuss issues with the client or others related to your case in person, by telephone or by email. For all email communications, we are required to inform you of the following: (a) the risk of interception of the email as it travels through the internet as well as through any network to which a computer may be connected; and (b) the potential for interception of any email from the individual computer being used by you, attorney, or any third person to send or receive email; and (c) that any email could be randomly intercepted and disclosed by an otherwise disinterested person as well as someone specifically interested in the matter which is the subject of the email communication. By your signature below, you assent to email as a form of attorney-client communication. If you do not agree to email communication, please call or notify me by mail.

The file generated on your behalf by our attorneys belongs to you. When the firm's services conclude either by completion of the representation, withdrawal, or discharge ("conclusion of representation"), the firm will close your file in an electronic (digital) format. During our representation of the client, our firm scans and maintains digital copies of all documents that pertain to your legal representation. Other documents received electronically may be maintained only in electronic format and not printed. The client consents that any paper file

that may be maintained during the representation may be destroyed upon the conclusion of representation without further notice provided that the content of the paper file is maintained electronically by the law firm. We will retain the electronic file for five (5) years after the conclusion of representation by our office (normally when all activity has subsided in the file) after which time the electronic file may be destroyed.

Upon our law firm's conclusion of representation our firm will, upon your request, deliver your file and property in the firm's possession to you. The client understands that to the limited extent our firm has paid out-of-pocket expenses for items, which have not yet been reimbursed by the client, our firm may require reimbursement for that particular expense before releasing the item.

If you have any questions about the terms of our employment or our work for you in this matter, please feel free to contact me. Otherwise, if the terms of our employment are acceptable to you, please so acknowledge by signing below.

Sincerely,

Brundage Environmental and Ag Law LLC



Robert J. Brundage  
[robert@brundagelawfirm.com](mailto:robert@brundagelawfirm.com)

I have read the terms of employment set forth in this letter and I agree to the terms set forth herein.

CITY OF MOBERLY

By: Bu C

Title: City Manager

Date: 4-6-23

