



Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com
Jason L. Comisky
515.246.0337
jcomisky@ahlerslaw.com

7b
3/5/24

March 1, 2024

Sent via Email

Woodbury County, Iowa
c/o Mr. Dennis Butler
Finance/Budget Director
Woodbury County Courthouse
620 Douglas Street, Room 104
Sioux City, Iowa 51101

RE: Engagement Agreement

Dear Board of Supervisors:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as scrivener and counsel to Woodbury County, Iowa (the "County") related to the Services. While additional members of our firm may be involved in representing the County on other unrelated matters, this Agreement relates to the agreed-upon scope of services described herein (the "Services").

A. SCOPE OF SERVICES

Upon approval of written conflict waivers by the governing body of the County and the governing body of the Woodbury County Law Enforcement Center Authority (the "Authority"), we will represent the County and perform the following Services upon your request:

1. Act as a scrivener to an agreement between the County and the Authority which will be negotiated by outside counsel for each party.
2. Prepare a resolution to be considered by the governing body of the County and a resolution to be considered by the governing body of the Authority approving said agreement (the "Resolutions"); confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the matter.
3. Provide general legal advice regarding Iowa Code Section 346.27.

B. LIMITATIONS

The duties covered by this Agreement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required by this matter:

1. Representation of the County with respect to any threatened, pending, current or future litigation.
2. Defending any legal challenges to or arising out of this matter.
3. Any bond (finance) related services.
4. Drafting state constitutional or legislative amendments.
5. Pursuing test cases or other litigation.

We may provide one or more of the services listed in subsections (1) – (5) of this Section B upon your request, however, a separate, written engagement or request for those services will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subsections (6) – (9) of this Section B below, are not included in this Agreement, nor will they be provided by us at any time.

6. Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of this action, the financial condition of the County or the Authority, or any other aspect of this matter.
7. Independently establishing the veracity of certifications and representations of the County or Authority.
8. Acting in a financial advisory role.
9. Negotiating the terms of the agreement referenced in the Services.

C. ATTORNEY-CLIENT RELATIONSHIP; OTHER REPRESENTATIONS

Upon execution of this Agreement and upon notification by the County that our Services are requested, an attorney-client relationship will exist between us with respect to the Services. Our services are limited to those contracted for in this Agreement; the execution of this Agreement will constitute an acknowledgement of those limitations. Our representation and the attorney-client relationship created by this Agreement will be concluded upon adoption of the Resolutions.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during our representation, one or more of our present or future clients will have transactions with the County. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the Services so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of this matter. We will decline to participate in any matter where the interests of our clients, including the County, may differ to the point

where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the County's consent to our representation of others consistent with the circumstances described in this paragraph.

D. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this Agreement and your role in connection with this matter:

1. In performing any Services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. Except by request, we do not ordinarily attend meetings of the governing body at which proceedings are discussed or passed unless special circumstances require our attendance.
2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance the law. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents.
3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the matter. We understand that you will cooperate with us in this regard.
4. You should carefully review all of the representations you are making in the documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.

E. FEES

1. I will be the attorney chiefly responsible for providing you with these legal services. However, if efficient and appropriate, I may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Our rates are generally adjusted on an annual basis, beginning January 1 of each year. My current hourly rate is \$365, and my legal assistant's current hourly rate is \$140. It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work.
2. In addition to our fees, we will charge for any incidental costs incurred (copies, overnight charges, travel reimbursement, deliveries, etc.). We estimate that such charges will not exceed \$750. We will contact you prior to incurring expenses that exceed this amount.

F. BILLING MATTERS:

We will submit a summary invoice to the County for the professional services described herein upon adoption of the Resolutions. In the event of a substantial delay in adopting the Resolutions or if the Resolutions are not adopted or our services are otherwise terminated, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we expect our statements to be paid in full within thirty (30) days of receipt.

G. RECORDS

1. At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.
2. In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

H. OTHER ADVICE

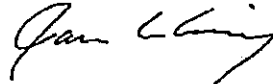
1. If requested, we will maintain one or more separate accounts for periodic services rendered in connection with other matters. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues. Billings for such separate services will be based on our standard hourly rate of the individual attorney at the time of performing such separate services.

Please carefully review the terms and conditions of this Agreement. *If the above correctly reflects our mutual understanding, please so indicate by returning a signed and dated copy of this Agreement, retaining an original for your file as well.*

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me.

Ahlers & Cooney, P.C.

Very truly yours,

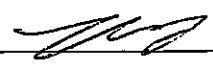


Jason L. Comisky
FOR THE FIRM

JLC:ks

Accepted:

Woodbury County, Iowa

By:  Date: March 5, 2024

*Approved by action of the governing body on March 5, 2024.