

5a
12/12/23

Whitfield & Eddy, PLC Proposal for Legal Services

Project: Woodbury County Law Enforcement Center
Client: Board of Supervisors, Woodbury County, Iowa

Date: 20 Nov 2023

Whitfield & Eddy, PLC, (or “the Firm”), offers the following proposal for provision of legal services with respect to the above Project.

1. Scope of Engagement:

- a. Whitfield will examine the possibility of recovery of losses due to the late completion of the Project, including lost revenue from federal prisoner participation in the LEC.
- b. Whitfield will examine the potential liability of any party which is or may be responsible for the alleged failure of the plans and specifications to provide adequate fire protection systems, including a fire damper system that complies with engineering standards and all applicable codes.
- c. Whitfield will examine the issue of which party (the Board, the Authority, or both) has standing to pursue remedies to recoup losses.
- d. Whitfield will examine potential sources of recovery for losses incurred by the County due to late completion of the Project, including, but not limited to, loss of revenue from federal prisoner placement sources.
- e. Whitfield will examine the Lease Agreement between Woodbury County and the Woodbury County Law Enforcement Center Authority dated September 1, 2020 and determine whether the Lease needs to be amended or otherwise modified. It is understood

that Whitfield may choose to work with the Ahlers Law Firm to undertake such review of the Lease Agreement.

2. This Proposal is based on information as to the Project provided to us by parties familiar with the Project, and our review of documents posted on the LEC's website. It is understood that the scope of the engagement may change from time as more information is obtained.

3. Whitfield's Fees and Expenses

a. Fees: Whitfield will bill Clients for its fees on the basis of tenths of an hour.

John Templer's hourly rate is \$450. Whitfield may also employ the services of partner Sean Corpstein. Sean Corpstein's rate is \$375. Other Whitfield legal personnel such as Associates, Legal Assistants, and Law Clerks may perform work on the project as needed. The services performed by such other Whitfield personnel will be billed at the standard hourly rate for the services. Our hourly rates for the services rendered pursuant to this contract may increase slightly beginning in the next calendar year. If that happens the quoted rates will increase by \$10/hour. You will be notified of and agree to pay the updated rates.

b. Expenses. We do not bill for usual copying tasks, long-distance phone calls (with the exception of any conference calls or "Zoom" calls for which a fee is charged.) We will bill for any travel outside of Polk County at the current IRS mileage rate. We will also bill travel time outside of Polk County at the regular hourly rate of the involved Whitfield personnel.

c. Our fees and expenses are billed monthly and we expect payment to be made within thirty days of the mailing date of the invoice.

d. Due to the open-ended nature of the Project and unexpected issues that may arise with respect to the project and/or changes to Iowa law, we are unable to predict the total fees and expenses which may be billed to the Project.

4. Termination: Either Client or Whitfield may terminate Whitfield's representation at any time for any reason, subject, on our part, to the applicable Rules of Professional Conduct. Unless terminated earlier, our representation will terminate automatically upon completion of the work for which you have engaged the Firm.
5. This Proposal shall remain open for 30 days from the date set out above.

WHITFIELD & EDDY, PLC

/s/ John A. Templer, Jr.

ACCEPTED BY:

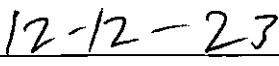
Woodbury County Board
of Supervisors



Signature



Printed Name



Date