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October 8, 2019

Mr. Michael Clayton
County Treasurer
Woodbury County Courthouse
620 Douglas Street
Sioux City, IA 51101

Re: Woodbury County, State of Iowa – Joint County and City Building Authority
Engagement Agreement

Dear Board of Supervisors:

We are pleased to provide an engagement agreement for our services as special legal counsel with respect to the potential formation of a joint county and city building for the purpose of acquiring, constructing, equipping, furnishing, and operating a new Woodbury County Detention and Justice Center (the "Justice Center"). This engagement agreement will only cover consultation with the County as it explores the joint building concept. When the County has decided which financing structure to utilize, we will send a new engagement agreement covering the next phase.

A. DESCRIPTION OF SERVICES

As special legal counsel, we will represent the County in its process to determine whether a joint county and city building authority pursuant to Iowa Code Section 346.27 (the "Joint Authority") is a viable alternative structure. As special legal counsel for this phase, we intend to undertake each of the following (the "Services") as are necessary:

1. Review relevant Iowa law relating to the legal status and powers of the County or otherwise relating to the establishment of a Joint Authority.
2. Consult with the County regarding the proposed Joint Authority and the nature of use of the Justice Center.
3. Review the proposed timetable and consult with the participants as to the formation of the Joint Authority in accordance with the timetable.
4. Attend or host such planning sessions and other conferences as may be necessary.

necessary for us to personally attend meetings in order to provide the Services outlined above but we will do so in the event that circumstances require.

In addition to our fee, we will bill for all customary client charges made or incurred on your behalf, such as travel costs reimbursement, photocopying, deliveries, computer-assisted research, and other related expenses.

We will submit a summary invoice for the professional services described herein upon the decision of the County to form a Joint Authority or to abandon the concept. In the event of a substantial delay in completing the decisions regarding the formation of the Joint Authority, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the decision regarding the formation of a Joint Authority is not consummated or our services are otherwise terminated, we will expect to be compensated as described above.

F. TERMS OF ENGAGEMENT AND POST-ENGAGEMENT; RECORDS

Upon our receipt of notification that the Services are requested under this engagement agreement, the County will be our client and an attorney-client relationship will exist between us as outlined above. We assume that all other parties to each such transaction will retain such counsel as they deem necessary and appropriate to represent their interests. We further assume that all parties understand that in each such transaction we represent only the County, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our Services are limited to those contracted for in this engagement agreement; the County's execution of this engagement agreement will constitute an acknowledgement of those limitations. Representation of the County and the attorney-client relationship created by this engagement agreement will be concluded upon formation of the Joint Authority.

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 engagement agreement. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

G. YOUR SIGNATURE REQUIRED

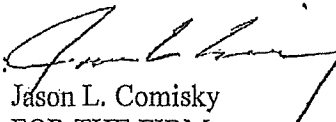
If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement agreement dated and signed by an authorized officer, retaining the original for your files. Please note that if we perform Services prior to your executing this engagement agreement, this engagement agreement shall be effective as of the date we have

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begun rendering Services. Upon your request, we will provide copies of this letter to certain of the participants to provide them with an understanding of our role. We look forward to working with you.

Ahlers & Cooney, P.C.

Sincerely,

By: 
Jason L. Comisky
FOR THE FIRM

JLC:dc

cc: Dennis Butler
Karen James

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Accepted:

Woodbury County, State of Iowa*

By:  Date: 10/22/19

*Approved by Motion or Resolution No. _____ of the governing body on _____, 2019.

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