

City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
(563) 264-1550
Fax (563) 264-0750

HUMAN RESOURCES

To: Gregg Mandsager, City Administrator
From: Stephanie Romagnoli, Human Resources Manager
Date: October 19, 2010
Re: Request to Approve Attorney Agreement

Due to the retirement of Harvey Allbee, the City's long term City attorney, a search for a new attorney to provide these services has been conducted.

A request for qualifications was sent to select legal firms specializing in municipal law. In addition, the request was made public on website services. The City received six responses; four of the respondents were interviewed. The interview committee consisted of Stephanie Romagnoli, Gregg Mandsager, Nancy Lueck, Gary Coderoni, Mayor O'Brien, and Council members Fitzgerald and Roby.

At this time the committee is recommending the City enter into the attached agreement with Matthew Brick from the Brick-Gentry Law Firm to provide City Attorney services.

The committee is further recommending that Jennifer Lerner be retained to provide prosecution services at a rate of \$85 per hour. Please let me know if any additional information is required.

ATTORNEY-CLIENT HOURLY FEE AGREEMENT AND ENGAGEMENT LETTER

This contract is an hourly fee agreement and engagement letter between Matthew Brick of Brick, Gentry P.C. (“Attorney”) and City of Muscatine (“City”). Attorney will provide legal services to Client on the terms set forth below.

1. CONDITIONS.

This agreement will not take effect, and Attorney has no obligation to provide legal services, until City returns a signed copy of the Agreement.

2. SCOPE OF SERVICES.

Attorney is being hired to serve as City Attorney for the City of Muscatine, Iowa. Attorney will provide all legal services reasonably required to represent City and will take all reasonable steps to keep City informed of Attorney’s progress; however, Attorney understands that this Agreement does not include the handling of any prosecution work. This Agreement takes precedence over all previous fee agreements and, unless Attorney and City enter into a subsequent fee agreement, this Agreement will govern all future services Attorney may perform for City.

3. RETAINER.

City is not required to remit a retainer.

4. LEGAL FEES AND BILLING PRACTICES.

City will be charged for time spent relating to the matter, including telephone calls. Attorney reserves the right to assign other personnel to City’s matter and City agrees to pay Attorney and other personnel for all time spent on City’s case. The hourly rates are: \$150.00 an hour for attorneys and \$75.00 an hour for law clerks and paralegals. All time is billed in six-minute increments and there is a minimum one (1) increment charge for electronic correspondence and two (2) increment charge for telephone calls.

5. COSTS AND OTHER CHARGES.

To aid in the preparation or presentation of lawsuits, hearings and/or arbitrations, it may become necessary to hire experts, consultants or investigators. Attorney will select the personnel to be hired but will not hire said persons until after discussing the matter with the City. In addition, Attorney may incur various costs and expenses in performing legal services under this agreement and City agrees to pay those costs and expenses. Costs and expenses typically include long-distance telephone calls, delivery fees, postage, parking, travel expenses, photo-copying, reproduction costs, word processing charges, charges for computer research time and other similar items.

6. BILLING STATEMENTS.

A periodic statement will be sent to City that sets forth all fees and costs incurred. The amount owing on such statement is due within thirty (30) days of the statement's date. In addition, City may request a statement at intervals of no less than thirty (30) days. All sums due shall be sent to: Matt Brick, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266.

7. DISCHARGE AND WITHDRAWAL.

City may discharge Attorney at any time for any reason. If City terminates Attorney's employment, City shall pay Attorney a fee based on the fair and reasonable value of Attorney's services performed prior to termination. Attorney may withdraw with City's consent or for good cause (*i.e.*, breach of this agreement, refusal to cooperate or when City takes an action rendering continuing representation unlawful or unethical). When services are concluded all unpaid charges immediately become due and payable.

8. DISCLAIMER OF GUARANTEE.

Attorney makes no guarantee as to the outcome of any matter. Nothing in this agreement and no statement to City will be construed as a promise or guarantee about the outcome of any matter.

9. EFFECTIVE DATE.


This agreement takes effect when City performs the conditions set forth in Paragraph One.

11/4/10
Date


Matthew S. Brick, Attorney

I, Richard W. O'Brien, on behalf of the City of Muscatine, have read and understood the foregoing terms and agree to them.

10/21/2010
Date


Name: Richard W. O'Brien
Title: Mayor
Address: 215 Sycamore Street
Address: Muscatine, Iowa 52761
Email: mayor@ci.muscatine.ia.us
Telephone: 563-264-1550

PROSECUTOR HOURLY FEE AGREEMENT AND ENGAGEMENT LETTER

This contract is an hourly fee agreement and engagement letter between Jennifer Lerner P.C. ("Prosecutor") and City of Muscatine ("City" also known as "Client"). Prosecutor will provide legal services to Client on the terms set forth below.

1. CONDITIONS.

This agreement will not take effect, and Prosecutor has no obligation to provide legal services, until City returns a signed copy of the Agreement.

2. SCOPE OF SERVICES.

Prosecutor is being hired to serve the City of Muscatine, Iowa. Prosecutor will investigate criminal offenses at the request of City. Prosecutor will work with law enforcement officers to ensure justice is done. Prosecutor will make the decision whether or not to bring charges for a crime and against who the charges will be brought. Prosecutor will use every available means to obtain just convictions. Prosecutor will take all reasonable steps to keep City informed of Prosecutor's progress. This Agreement takes precedence over all previous fee agreements and, unless Prosecutor and City enter into a subsequent fee agreement, this Agreement will govern all future services Prosecutor may perform for City.

3. RETAINER.

City is not required to remit a retainer.

4. LEGAL FEES AND BILLING PRACTICES.

City will be charged for time spent relating to the matter, including telephone calls and e-mails. The hourly rate is \$85.00 per hour.

5. COSTS AND OTHER CHARGES.

To aid in the preparation or presentation of criminal offenses, it may become necessary to hire experts, consultants or investigators. Prosecutor will select the personnel to be hired but will not hire said persons until after discussing the matter with the City. In addition, Prosecutor may incur various costs and expenses in performing legal services under this agreement and City agrees to pay those costs and expenses. Costs and expenses typically include long-distance telephone calls, delivery fees, postage, parking, travel expenses, photocopying, reproduction costs, word processing charges, charges for computer research time, and other similar items.

6. BILLING STATEMENTS.

A periodic statement will be sent to City that sets forth all fees and costs incurred. The amount owing on such statement is due within thirty (30) days of the statement's date. In addition, City may request a statement at intervals of no less than thirty (30) days. All sums due shall be made out to and sent to: Jennifer Lerner P.C., P.O. Box 851, Muscatine, Iowa 52761.

7. DISCHARGE AND WITHDRAWAL.

City may discharge Prosecutor at any time for any reason. Prosecutor may withdraw with City's consent or for good cause (i.e., breach of this agreement, refusal to cooperate, or when City takes an action rendering continuing representation unlawful or unethical). When services are concluded, all unpaid charges immediately become due and payable.

8. DISCLAIMER OF GUARANTEE.

Prosecutor makes no guarantee as to the outcome of any matter. Nothing in this agreement and no statement to City will be construed as a promise or guarantee about the outcome of any matter.

9. EFFECTIVE DATE.

This agreement takes effect when City performs the conditions set forth in Paragraph One.

06/26/2011

Date

Jennifer Lerner, President

Jennifer Lerner P.C., Prosecutor
Signed by Jennifer Lerner, President

I, Richard W. O'Brien, on behalf of the City of Muscatine, have read and understood the foregoing terms and agree to them.

Date

Richard W. O'Brien

Richard W. O'Brien, Mayor

Jennifer Lerner, P.C.

P.O. Box 851
Muscatine, Iowa 52761
Telephone: 563-499-5707
E-mail: jlernerostergren@hotmail.com

June 26th, 2011

Ms. Stephanie Romagnoli
Human Resources Coordinator
City Hall
215 Sycamore Street
Muscatine, Iowa 52761

RE: Fee Agreement

Dear Stephanie:

Thank you so much for sending an updated Fee Agreement to me. It really makes me feel great that the City still would like my services!

I wanted to note a couple of changes I made on it for the City's approval. The first one is located in Paragraph 4. I included e-mails with telephone calls (since I do both to communicate with people). Also in Paragraph 6, I included my law firm as the billing person/entity and its address. I am merely the president of the firm, but payment should always be made out to the firm (as it is the true business holder). I also added page numbers so anyone reading the Agreement would understand how many pages in total it is. I have not changed anything else.

If you have any questions, please feel free to contact me. Take care and thank you for your assistance with this Agreement!

Sincerely,



Jennifer Lerner