

RESOLUTION 22-03

In Re APPOINTMENT OF CITY ATTORNEY FOR FISCAL YEARS 2022 AND 2023

WHEREAS, the City of Early has previously entered into an Agreement with David P. Jennett, Attorney at Law to provide legal services and continued prosecution of those ordinances and violations of the Early City Code; and

WHEREAS, the City of Early desires to continue to retain the Services of said attorney for the next two fiscal years; and

WHEREAS, David P. Jennett has indicated his willingness to continue to provide legal services during the next two fiscal years pursuant to an engagement letter to be authorized by the City Council and executed by the Mayor and David P. Jennett;

NOW, THEREFORE, be it Resolved as follows:

1. That David P. Jennett be retained as set forth in the attached Letter of Engagement and is thereafter authorized and empowered to act on behalf of the City of Early in any legal matters referred to him by the Mayor and Council;
2. That the engagement letter as shown on Exhibit "A" is approved;
3. That the Mayor and the Clerk of the City of Early are authorized to execute all documents and to carry forth all things necessary to effectuate this Appointment of City Attorney

Moved by: Pickhinke Seconded by: Langner

Roll Call:

| | AYE | NAY | ABSTAIN | ABSENT |
|-----------|-----|-----|---------|--------|
| COUGILL | X | | | |
| SCHMITT | X | | | |
| LANGNER | X | | | |
| PICKHINKE | X | | | |
| | | | | |

Passed, adopted and approved this 4th day of January 2022.


SHARON IRWIN, MAYOR

Attest:


LEXI BAINBRIDGE, CITY CLERK

DAVE JENNETT, P.C.
205 EAST SIXTH STREET, P.O. BOX 1336
STORM LAKE, IA 50588
PHONE: (712) 732-6371 FAX: (712) 213-9315
dpjpc@siouxland.com

ENGAGEMENT LETTER AND CONTRACT

The City of Early by its Mayor and Council (the "City") does hereby retain and employ Dave Jennett P.C. ("The Firm") as my attorney to represent the City in all matters now pending or arising in the future until this engagement is terminated.

The City will pay a retainer of \$1,250.00 per fiscal quarter to the Firm,

Responsibility to provide legal services will be accepted when this Contract is accepted and approved by the Council and executed by the Mayor.

The City agrees that The Firm's hourly rate is \$175.00, if extraordinary legal expenses (over the retainer amount billed quarterly) are to be incurred the Firm will seek prior approval from the City to perform the work.

The Firm will provide a fee statement at least Quarterly and if the fees billed exceed the retainer amount of \$1250.00, the City will pay the excess fees on a quarterly basis. Fee statements are to be billed no more than quarterly for such fees, advanced expenses and costs as they are incurred and are ordinarily to be paid within thirty (30) days of receipt of the fee statement.

The City agrees that any fees paid to The Firm maybe divided between lawyers who are not in the same firm if the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and such fee may be shared as each lawyer shall agree provided that client fees are not unreasonably increased thereby.

The City has the right to discharge The Firm for any reason at any time. Further The Firm may withdraw from representing the City for any reason at any time. If the City discharges The Firm, or if The Firm withdraws from representing the City for any reason, the City will remain liable for all costs and expenses actually incurred to the date of termination under this contract and will make payment in full.

The Firm is hereby authorized to perform any services it deems necessary to this representation and it is acknowledged that The Firm has made no promises or guarantees of outcome.

This contract shall be governed by the internal laws of the State of Iowa.

In the event that there is any dispute concerning the fees, costs, expenses, disbursements or representation given the parties agree that such dispute will be brought to conclusion by mandatory binding arbitration before and pursuant to the rules of the Iowa Bar Association's Fee Arbitration Committee, or if not available, through binding arbitration, Either party may enter judgment on such an arbitration award for enforcement by any court of competent jurisdiction pursuant to Chapter 679A of the Iowa Code. Either party may serve notice of its intent to arbitrate on the other by regular mail at the party's ordinary business address. The arbitrator's fees and costs shall be borne equally by the parties and the arbitrator shall have the right to assess costs to the prevailing party,

It is understood that it is the policy of The Firm to keep and store all files for no less than six years after the date of the last legal service as evidenced by the date of the letter closing the file. After six years, the file and all of its contents will be permanently destroyed without further notice, The City may retrieve all of its files and all of its contents at any time during that period.

This contract represents the entire fee agreement.

I have received a copy of this contract.

Dated: January 4th, 2022 .

City of Early

By: Sharon Ann Brown
Mayor

The above employment is hereby accepted on the terms stated.

DAVE JENNETT P.C.

By: _____
David P Jennett