



To: Greg Jenkins, Interim City Administrator

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

HUMAN RESOURCES

From: Stephanie Romagnoli, Human Resources Manager

Date: December 30, 2019

Re: Legal Services – City Administrator Termination

As requested by City Council, I have sought out the services of attorney's who may be interested in representing the City in matters related to the recent termination of the City Administrator.

Of the eight contacts recommended to me by ICAP and the Iowa League of Cities, I have received two proposals and one declination. The others have not yet responded.

Proposal 1 is from Michele Brott from the Davis Brown firm. Her information is here:

My bio is here: <https://www.davisbrownlaw.com/Michele-L-Warnock-Brott>. My hourly rate is \$285. I believe the City is insured by ICAP and I work closely with ICAP on various employment matters once they become litigated.

Proposal 2 is from Ann Smisek from the Ahlers Cooney firm. Her hourly rate is \$240. Their proposal is attached.

For a point of reference, Matt Brick's hourly rate is \$150. If you have any questions or need additional information, please let me know.



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

Ann M. Smisek

515.246.0310

asmisek@ahlerslaw.com

December 29, 2019

Via email:

sromagnoli@muscatineiowa.gov

Stephanie Romagnoli
Human Resources Manager
City of Muscatine
215 Sycamore Street
Muscatine, IA 52761

RE: Proposal for Engagement of Services—City Manager Employment Matter

Dear Stephanie:

Ahlers & Cooney, P.C. submits the following proposal for engagement of legal services to provide representation concerning the employment of the City's former City Administrators, including possible representation in litigation. This proposal is submitted in response to an emailed request received from the City on December 24, 2019. It is our policy to mutually confirm in writing the nature of the engagement as well as the terms of our legal representation. To that end, please understand we will not consider ourselves to be retained until we receive a signed copy of this letter back from you. We would be glad to meet with the Council by phone or in person to answer any questions and explain our skills and experience.

Our representation will be limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you would need to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services for it.

Identification of Parties: This proposed engagement would be between Ahlers & Cooney, P.C. ("Law Firm," or "We" or "Our" or "Us") and the City of Muscatine, referred to as "You" or "City" or "Client(s)." It is understood Ahlers & Cooney, P.C. represents only you and represents no other individual or entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship between our law firm and you.

Scope of Representation: We understand we would be engaged by the City to represent the City in employment matters related to the City's former City Administrator, including possible litigation representation.

Limited Scope of Representation: The scope of our representation would not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this

December 30, 2019

Page 2

matter, we would communicate with you in writing to confirm the scope of such consultations prior to initiating same.

Legal Fees and Billing Statements: If retained, we would submit a bill to you every thirty days. Expenses would be separately stated on the bill and our fees would be charged as indicated below. Our billing statements are due and payable upon your receipt and are overdue if not paid within thirty days of the statement date.

Ann Smisek would be the attorney primarily in charge of this matter. The billable rate for this attorney is \$240.00 per hour. Other attorneys who work on the matter will be billed at their hourly rate. Given the scope of this representation, other attorneys who might work on the matter would likely include Michael Galloway whose hourly rate is \$285.00 per hour and Jason Craig whose hourly rate is \$280.00 per hour. Ann and Mike practice primarily in labor and employment law and Jason leads the firm's litigation department. Biographies for each attorney can be found on our firm's website at: www.ahlerslaw.com.

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, photo-copying, travel, lodging and meals. The actual expenses and administrative fees incurred will vary depending on the services we provide to you.

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Depending on amount, third-party expenses may be forwarded directly to you for payment.

If you have any questions or concerns about the terms of this proposal for legal service, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

Very truly yours,

Ahlers & Cooney, P.C.

/s/ Ann Smisek

Ann M. Smisek

AMS:af