



# MEMO

## Legal Department

**To:** Mayor Campbell and Members of the City Council

**From:** Judy K. Parks, City Attorney

**Date:** February 5, 2016

**Subject:** City Prosecutions - Approval of Agreement for Retained Counsel

As you learned recently, the Legal Department's Assistant City Attorney who handled prosecutions has taken a position with the City of Des Moines. Since the prosecution caseload is a critical component of service we provide to the Ames community, but is continual and time sensitive, it is very difficult for the remaining attorneys to absorb that work for very long.

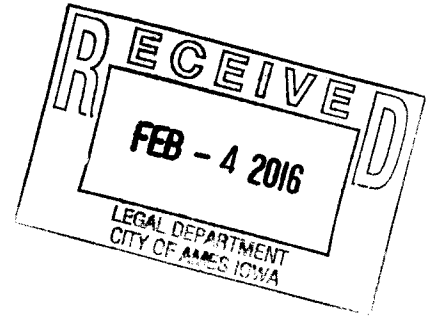
When a similar staffing shortage occurred a few years ago, a temporary resolution was to hire outside counsel to do prosecutions for the City. At your meeting of January 26, 2016, you authorized me to pursue that option.

I am pleased to advise that Megan Flynn, Esq., of the law firm of Coppola, McConville, Hockenberg, & Scalise of Des Moines, and I have been able to reach an agreement for her to assume doing that work for the City. Megan has past experience with doing this very same task for us. She was associated until recently with the Dorsey and Whitney firm, and was part of the team of attorneys that Dorsey provided in both 2010 and again in 2013 to do our prosecutions when we needed to hire outside counsel temporarily for that task. Her assistance in doing this work for us again will allow the Legal Department to continue doing prosecutions for the City while we search for a permanent replacement for the vacancy.

The proposed retainer agreement is attached, and I am requesting your approval of it.



CITY OF  
**Ames**<sup>™</sup>  
*Smart Choice*



January 28, 2016

Ms. Megan Flynn  
Coppola, McConville, Coppola, Hockenberg & Scalise, P.C.  
Suite 210  
2100 Westown Parkway  
West Des Moines, IA 50265

Re: Engagement Agreement with City of Ames, Iowa

Dear Megan:

This letter sets forth the basic terms upon which we have engaged you, with consent from your firm, to serve as legal counsel for the purpose of prosecuting municipal criminal and infraction violations for City of Ames, Iowa. The purpose of this letter is to acknowledge our mutual acceptance of this engagement, to set forth the anticipated scope of services, to describe the billing policies and practices that will apply to the engagement and to set forth other basic terms of the representation.

1. Scope of Engagement. We have indicated that we will be calling upon you to provide legal advice, counsel and representation in the area of prosecution of municipal criminal and civil law violations. The timeframe in which these services will be performed is not certain, but will probably range from five to six months.

2. No Conflict of Interest. You have reviewed your firm's client list and, based on our understanding of the scope of the agreement, the representation of your firm's current clients does not conflict with your representation of the City of Ames. Should it later be discovered that a possible conflict of interest does exist, we will immediately notify you of the same, and you agree to do likewise. At such time, both entities will make appropriate arrangements for continuing representation, subject to the approval of the other.

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3. Billing Policies and Procedures. It has been my experience that the retainer relationship is best served when there is a mutual understanding of our billing policies and procedures.

We understand that you have an established hourly rate commensurate with your respective level of skill and experience. The City will pay you for the required representation on the basis of your current hourly rate of \$250.00 per hour.

It is understood that you may be called upon to use, to a limited extent, the resources and support systems available within your firm, which it is understood have their cost allocation determined in accordance with the extent of usage by individual clients. Therefore, in addition to our fees for legal services, we expect that you may also need to charge separately for certain costs and expense disbursements, including phone services, copying charges, document retrieval charges, charges for use of computer research facilities (WestLaw, LEXIS) and other costs and expenses incurred on the City's behalf. It is also understood that your mileage associated with the City representation will be paid by the City.

Time records related to your representation shall be kept and will be reviewed monthly by the City Attorney. Billing statements ordinarily will be expected to be tendered to the City on a monthly basis, with the expectation that these include disbursements in the statement for the month in which the disbursements are incurred. However, it is understood that some disbursements may not be available until the following month, in which case a supplemental statement will be rendered for these additional charges. It is understood that billing statements are due and payable upon receipt.

4. General Responsibilities of Attorney and Client. It is expected that you will keep the City apprised of developments as necessary to perform our services and you will consult with City staff as necessary to ensure the timely, effective and efficient completion of our work.

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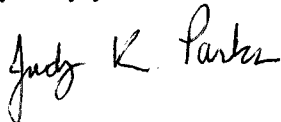
It is understood that the City will provide you with such factual information and documents as you may require to perform the services requested by us. We also understand that you will make any business or technical decisions and determinations as are appropriate to facilitate the completion of your services. Finally, it is our further understanding that the City will remit payment of your billing statements promptly upon receipt, in accordance with the procedures described above.

5. Place of Performance and Governing Law. It is agreed that the legal services provided by you in connection with this engagement are deemed to be performed in the state of Iowa. It is further agreed that our relationship is governed by the laws of the state of Iowa, regardless of any conflict of laws.

We are looking forward to working with you on this engagement. Should you ever wish to discuss any matter relating to your legal representation, please do not hesitate to call me.

Obviously, if you have any questions concerning the foregoing, please let me know promptly. Otherwise, please sign and return the enclosed extra copy of this letter.

Very truly yours,



Judy K. Parks  
City Attorney

APPROVED AND AGREED:

MEGAN FLYNN, ESQ.

By  \_\_\_\_\_

Date 2-2-16 \_\_\_\_\_