City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager MSP-W

DATE: January 18, 2017

SUBJECT: Proposed agreement with City Attorney for services

Mr. David Bruner has served as City Attorney since October 2007 under an agreement signed at that time. Adjustments to that agreement were approved by Council on January 30, 2012 and January 29, 2015.

Mr. Bruner proposes the attached agreement, which adjusts portions of the 2015 agreement: Monthly retainer from $600 to $650, hourly work from $125 to $135 and litigation work from $145 to $150 per hour. He submits the agreement to the City Council for consideration. Mr. Bruner has charged the City approximately 60% of his regular hourly rate and has been willing to receive this reduced rate since 2007.

City staff has a good working relationship with Mr. Bruner and finds his timeliness and quality to be very helpful in carrying out the work of the City.

Attached is a copy of the current and the proposed agreement.

RECOMMENDATION: Motion approving the attached resolution approving the City Attorney Agreement.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH CITY ATTORNEY

WHEREAS, Chapter 17, of the Code of Ordinances of the City of Carroll, Iowa, provides that all contracts made by the City be reduced to writing and approved by the City Council by resolution; and

WHEREAS, the City Attorney Agreement is attached hereto as Exhibit "A"; and

WHEREAS, it is determined that the approval of the attached Agreement is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the City Attorney Agreement, attached as Exhibit "A", be authorized and approved, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this _____ day of January, 2017.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY:_____
Eric P. Jensen, Mayor

ATTEST:

By:_____
Laura A. Schaefer, City Clerk

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CITY ATTORNEY AGREEMENT

The City of Carroll (City) and David S. Bruner (Attorney) enter into the following agreement:

1. The City hereby retains the Attorney as its City Attorney.
2. According to the City Code Chapter 21, the continued employment and term of this agreement is subject to City Council approval. Therefore there is no definite term nor expiration date since the Attorney serves at the will of the City Council.
3. The Attorney's duties are provided in Chapter 21 of the Carroll City Code.
4. The City understands and agrees that the Attorney is bound by the Rules of Professional Conduct. According to those rules, the Attorney is entering into a general retainer agreement with the City plus the following agreement for fees and expenses:

a. The Attorney will be paid a general retainer of $600 per month. This retainer includes compensation for Attorney's attendance at two regular City Council meetings per month, and according to the Rules of Professional Conduct, is a commitment by Attorney to avoid taking cases or clients which would conflict with the interests of the City.

b. Hourly fees will be in two parts:

1. City General. For most work for the City, the Attorney will be paid the sum of $125 per hour, billed monthly, broken down by the tenth of an hour. These fees are subject to change on reasonable notice by Attorney to the City and acceptance by the City Council.
2. Litigation. When the City is involved in litigation with the Attorney representing the City, whether it be court action or administrative proceedings in contested cases, the litigation hourly fee will be $145 per hour also billed monthly and broken down by the tenth of an hour. These fees are subject to change on reasonable notice by Attorney to the City and acceptance by the City Council.

c. Out-of-pocket-expenses. The Attorney will be reimbursed for any out-of-pocket expenses including mileage at the IRS rate, plus such normal costs and expenses as photocopies, faxes, long distance charges, extraordinary postage, and other out-of-pocket expenses.

d. Library expenses. The Attorney will be reimbursed by the City for reasonable and necessary law library expenses and/or computerized research expenses that are directly related to his employment as City Attorney.

e. In addition to any fees or retainer, Attorney will be reimbursed for any dues that he advances to join any professional association such as the Iowa Municipal Attorneys Association that are directly related to his work as City Attorney. He will also be reimbursed for the cost of registration and mileage to any seminars that are directly related to his continuing education as City Attorney and if a portion of a seminar would be so related, Attorney will prorate the costs of the seminar and the mileage accordingly.

Signed this 29th day of January, 2015.

CITY OF CARROLL

By: Adam P. Schweers
Mayor Adam P. Schweers

David S. Bruner

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1. City General. For most work for the City, the Attorney will be paid the sum of $135 per hour, billed monthly, broken down by the tenth of an hour. These fees are subject to change on reasonable notice by Attorney to the City and acceptance by the City Council.
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Signed this _____ day of January, 2017.

CITY OF CARROLL

By:_____
Eric P. Jensen, Mayor

By:_____
Laura A. Schaefer, City Clerk

David S. Bruner

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