



**Ahlers & Cooney, P.C.**  
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April 28, 2026

**Via E-Mail and U.S. Mail**

Ms. Jessica Visser  
City Clerk/Treasurer  
City of Earlham  
140 S Chestnut Avenue, P.O. Box 518  
Earlham, IA 50072  
[earlhamcityhall@earlhamiowa.org](mailto:earlhamcityhall@earlhamiowa.org)

RE: Amendments to shared Recreation Park 28E Agreement

Dear Ms. Visser:

The purpose of this Engagement Agreement ("Agreement") is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent the City of Earlham, Iowa (the "City") in connection with the preparation and adoption of amendments to the existing 28E Agreement related to Recreation Park 28E Agreement between the City of Earlham and the Earlham Community School District (the "28E Agreement"). We understand the City will be responsible for receiving and paying for the legal services associated with this engagement. This Agreement is for joint representation of the City and District insofar as the Firm has agreed to be scrivener for the parties' negotiated amendments to the 28E Agreement. This Agreement is conditioned upon approval of a conflict waiver letter by both the City and the District.

**SCOPE OF ENGAGEMENT**

We agree to perform the following services for the fees we charge under this Agreement:

1. Prepare proposed amendments to the 28E Agreement per the terms provided to us by the City and District, which may include drafting an Amended and Restated 28E Agreement to accommodate the amendments;
2. Prepare proceedings for the adoption of the 28E Agreement for the City and District;
3. Answer questions and advise City and District staff and the respective City Council and School Board throughout the adoption process for the 28E Agreement; and

#### 4. Document the adoption process.

Our duties under this Agreement are limited to those expressly set forth above and are subject to the limitations set forth in that certain Joint Legal Representation Letter dated April 28, 2026, which is subject to approval by the City Council for the City and the School Board for the District (“Joint Representation Letter”). As confirmed by the Joint Representation Letter, the City and District will be our clients and an attorney-client relationship will exist between us for preparation and adoption of the amended 28E Agreement. The Firm's engagement under this Agreement will end when the amendments to the Agreement is adopted/approved by the City Council and School Board, such adoption is documented, and our final invoice has been paid.

### FEES

I will be the attorney chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Our rates are generally adjusted on an annual basis, beginning January 1 of each year. My current hourly rate is \$330, and our legal assistant's rate is \$130-\$175. It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred.

Our statement for services and expenses will be directed to the City as we understand the City has agreed to pay our invoices. The statements will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the City or District terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services.

### RECORDS

At the City or District's request, any documents furnished by the party will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement.

### APPROVAL

Please carefully review the terms and conditions of this Agreement. If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact us. **If this Agreement accurately reflects the terms of this particular engagement, please execute, date, and return to me the enclosed copy of this Agreement.** As always, we appreciate the

opportunity to represent the City and we look forward to working with you on this project.

Ahlers & Cooney, P.C.

Sincerely,

By:



Maria E. Brownell

Accepted and approved on behalf of the City of Earlham, Iowa

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_