

MEETING DATE: 2/02/2026

AGENDA ITEM SUMMARY

Subject: Contract for Legal Services with Lynch/Dallas Legal

Background Summary:

Due to a pending civil service appeal, the City is required to provide independent legal counsel to the Civil Service Commission. City Attorney Brad Slotter has identified a conflict of interest between himself and the defendant in this matter and is therefore unable to represent the Commission.

As a result, the City's employment counsel, Ahlers & Cooney, has recommended retaining Lynch Dallas Legal to provide independent legal services to the Civil Service Commission on an as-needed basis. The proposed agreement outlines hourly rates, reimbursable expenses, and billing practices consistent with similar legal service agreements and has been reviewed and approved by legal counsel.

Given the time-sensitive nature of the pending appeal and the City's obligation to ensure independent legal representation for the Civil Service Commission, staff recommends approval of the agreement with Lynch Dallas Legal.

CONTRACT FOR LEGAL SERVICES

IT IS AGREED between the City of Charles City ("City") and Lynch Dallas Legal ("Attorneys"), as follows:

1. LEGAL SERVICES. The City will hire Lynch Dallas Legal to provide legal services and representation of the Charles City Civil Service Commission ("Commission") for specific matters as requested by the Commission on an as-needed basis.

2. EXPENSES. In addition to payment for fees, the Commission shall reimburse Attorneys for reasonable expenses incurred on behalf of the Commission, including but not limited to computer-aided legal research, federal mileage rate for travel, cost of securing records or documents, photographs, hospital records, medical reports, medical examinations, filing fees, court costs, depositions, expert witness fees, and other reasonable expenses incurred by Attorneys for the Commission. In the case of very large expenses, the Commission may be required to pay said expenses directly or in advance. Any unpaid expense will be billed periodically by Attorneys and will be paid by Commission upon billing. Any unused expense money advanced to Attorneys by the Commission shall be refunded to the Commission.

Reimbursement of Expenses

Filing Fees	Actual Cost
Postage	Actual Cost
Mileage	Federal Rate (IRS)
Online Research (Westlaw®)	\$75.00/search (not to exceed one charge per research project)
Color Copies	\$0.60/page

3. FEES. The Commission shall pay Attorneys for fees at the following hourly rates:

Shareholders	\$300.00
Associates	\$275.00
Legal Assistants	\$200.00

The Commission shall be billed an attorney's usual hourly rate for travel time, plus reimbursement for mileage at the federal rate, as set forth above.

4. BILLING. The Commission shall be billed monthly for fees and expenses incurred in the previous month. Attorneys shall bill in increments of .1 (one-tenth) of an hour, and each entry shall be separately accounted and described. It is the Commission's responsibility to ask questions if a bill requires clarification. Bills shall be paid within thirty (30) days of receipt.

5. PLACE OF PAYMENT. All sums due shall be paid at Attorneys' office, Lynch Dallas Legal, P.O. Box 2457, Cedar Rapids, Iowa 52406-2457.

6. COMMUNICATION. Consistent with the City's desire to balance the efficient control of legal expenses with the need for the Civil Service Commission to be kept aware of important developments, Attorneys shall use reasonable best efforts to ensure the Civil Service Commission members are appropriately informed of ongoing matters and questions are answered promptly. Lynch Dallas Legal's point of contact with the authority to authorize legal work and advice shall be the Charles City Civil Service Commission Clerk.

7. CONTINUING CONTRACT; RATE ADJUSTMENT. This Contract shall continue in full force and effect without action of the parties. Considering the ongoing nature of this Contract, it may be necessary for Attorneys to periodically adjust hourly rates and/or expenses to account for changing market conditions. Attorneys shall submit hourly rate and/or expense adjustments to the Commission in writing on or before January 1 of the year, during which the adjusted hourly rates and/or expenses will take effect, with such adjusted hourly rates and/or expenses to automatically take effect on July 1 of said year.

8. DISCHARGE OR WITHDRAWAL. The City shall have the right to terminate Attorneys at any time. The City will, however, still owe Attorneys any money due at the time the City gives notice of that decision including but not limited to advanced costs and the recoverable hourly rate noted above already expended on the City's behalf pursuant to this Contract. Attorneys have the right to withdraw from representing the Commission if: (a) the Commission insists upon pursuing an objective Attorneys deems to be imprudent; (b) the Commission makes representation unreasonably difficult or unethical; (c) the Commission fails to disclose information after being asked to do so or discloses false information; (d) the Commission fails to cooperate in pursuing its matters; (e) the Commission fails to pay fees or expenses when due; or (f) other good cause for withdrawal exists. Attorneys do not waive their right to withdraw even where they continue to represent the Commission after an event permitting withdrawal.

9. RECORDS. At the City's request upon termination, any documents furnished by the City or the Commission will be returned promptly upon receipt of payment for outstanding fees and charges. Attorneys' files, including attorney work product, pertaining to the above referenced representation will be retained by Attorneys. For various reasons, including the minimization of unnecessary storage expenses, Attorneys reserve the right to dispose of any documents or other material retained by Attorneys following termination of this engagement in accordance with applicable industry standards.

10. GENERAL PROVISIONS. This Contract replaces all prior agreements between the parties and contains the entire agreement of the parties. This Contract shall not be amended except by a written instrument duly signed by the City and Attorneys. Paragraph headings are for convenience or reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

Dated the ____ day of _____ 2026.

CHARLES CITY CIVIL SERVICE COMMISSION LYNCH DALLAS LEGAL

By: _____

By: _____
Holly A. Corkery, Shareholder

RESOLUTION NO. 14-26

RESOLUTION APPROVING A CONTRACT FOR LEGAL SERVICES BETWEEN THE CITY OF CHARLES CITY AND LYNCH DALLAS LEGAL FOR REPRESENTATION OF THE CHARLES CITY CIVIL SERVICE COMMISSION

WHEREAS, the Charles City Civil Service Commission ("Commission") requires specialized legal representation and counsel for specific matters on an as-needed basis; and

WHEREAS, Lynch Dallas Legal ("Attorneys") has proposed a Contract for Legal Services to provide such representation, including a schedule of fees and expense reimbursements; and

WHEREAS, the City of Charles City ("City") finds it in the best interest of the municipal corporation and the Commission to engage the services of Lynch Dallas Legal to ensure professional legal guidance and compliance with applicable laws and regulations; and

WHEREAS, the proposed contract outlines an hourly rate structure of \$300.00 for Shareholders, \$275.00 for Associates, and \$200.00 for Legal Assistants, alongside standard expense reimbursement protocols.

NOW, THEREFORE BE IT RESOLVED that the Contract for Legal Services between Lynch Dallas Legal and the City of Charles City Civil Service Commission be, and is hereby, approved, and the mayor is authorized and directed to execute the agreement on behalf of the City.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the voting was as follows:

AYES:

NAYS:

Passed and approved this _____ day of February, 2026

Dean Andrews, Mayor

Attest:

Brittney Lentz, City Clerk