

CONTRACT FOR LABOR AND EMPLOYMENT LEGAL SERVICES

This CONTRACT FOR LABOR AND EMPLOYMENT LEGAL SERVICES (the “Agreement”) is entered into by and between the City of Columbia Heights, a Minnesota municipal corporation, with its principal office located at 3989 Central Ave NE, Columbia Heights, Minnesota, 55421 (the “City”) and the law firm of Eckberg, Lammers, P.C., with its principal office located at 1809 Northwestern Avenue, Stillwater, Minnesota, 55082 (the “Law Firm”), for the purpose of utilizing the Law Firm to provide labor and employment legal services to the City.

RECITALS

A. The City and the Law Firm desire to enter into a contract for labor and employment legal services through December 31, 2029, with hourly rates outlined as follows:

	Year 1 (2027)	Year 2 (2028)	Year 3 (2029)
Hourly Rate – Attorneys			
General Legal Services	\$235.00	\$245.00	\$255.00
Hourly Rate – Attorneys			
Bargaining Services	\$250.00	\$255.00	\$260.00
Hourly Rate – Paralegals			
General Legal Services	\$150.00	\$160.00	\$170.00

* Rates for November 2026 and December 2026 shall be the same as Year 1.

NOW THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and other good and sufficient consideration, incorporating the Recitals in full the parties agree to the following:

TERMS

1.1 Scope and Nature of General Counsel Services: The parties agree to the following description of the nature of the legal services to be provided by the Law Firm to the City:

- a. Availability for consultation with and serve under the City Manager and Human Resources Director.
- b. Provide legal advice, consultation, and representation on labor matters, as needed by the City, such as: the Minnesota Public Employment Labor Relations Act, Collective Bargaining Agreement (“CBA”) interpretation and implementation, discipline and discharge, and related unionized workforce labor and employment matters.
- c. Research and prepare legal opinions for the City on general municipal employment matters.

- d. Consult with and advise the City regarding employment law matters such as: workplace accommodation, sick and medical leave, background checks, hiring, workplace investigations, discrimination allegations, wage and hour laws, workplace safety, policy development and interpretation, discipline and termination decisions, drug and alcohol testing policies, employment agreements, separation and severance agreements, and other related matters.
- e. Represent the City in labor-related issues, such as CBA negotiations, mediation, grievance arbitration, administrative hearings, litigation involving the same, and unfair labor practice litigations.
- f. Represent the City in any employment-related arbitrations, administrative hearings, and litigation, which are not covered by third-party appointed counsel.

2. **Reimbursable Costs and Expenses.**

2.1 General Rule: The City will reimburse the Law Firm for actual, necessary and reasonable costs and expenses incurred by the Law Firm in the performance of the legal services contained in this Agreement.

2.2 **Specific Rates:**

<u>Description of Costs</u>	<u>Rate</u>
Mileage	No reimbursement
Parking	Actual Cost
Photocopying	No reimbursement
Postage	Actual Cost
Messenger	Actual Cost
Court Costs/Filing Fees	Actual Cost
Arbitration Costs	Actual Cost
Other Contested Case Costs	Actual Cost
Westlaw or Equivalent	No reimbursement

3. **Conflict of Interest and Attorney/Client Privilege Issues:**

4.1 Conflict of Interest: The Law Firm will notify the City if the Law Firm represents or has ever represented an opposing party in a legal matter.

4.2 Attorney/Client Privilege: The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception of such information.

5. **Billing Format, Cycle, Payment Expectations and Interests.**

- 5.1 **Billing Format:** The Law Firm will submit monthly statements to the City itemizing legal services rendered for the prior month broken down into easily understandable categories.
- 5.2 **Billing Cycle:** The Law Firm will bill monthly for legal services rendered in the prior month. Generally, bills will go out approximately 10 days after the end of the prior month.
- 5.3 **Payment Expectations:** The City will pay the bill of the Law Firm routinely according to its internal payment procedures by forwarding a check to the Law Firm paying for both legal services and expenses shown on the Law Firm's bill.
- 5.4 **Disputes:** In the event that the City disputes any aspect of the Law Firm's bill, the appropriate City representative will contact Nicholas J. Vivian at the Law Firm stating the nature of the dispute.
- 5.5 **Term and Renewal:** The term of this Agreement will be from November 1, 2026 through December 31, 2029. At the end of the term, for each year thereafter, this Agreement shall automatically renew for another year at the previous year's rates, unless different rates have been agreed to in writing between the Firm and the City Manager. During the term of the Agreement including renewal terms, either party may terminate the Agreement upon 60 calendar days' written notice to the other party.
- 5.6 **Authorized Contact Persons:** Christina K. Benson will act as lead attorney for the City. Lida M. Bannink will act as the assistant attorney. However, the parties contemplate that other attorneys in the Law Firm will also be providing services to the City subject always to the provisions set forth in this Agreement.

[Signature Page Follows]

CITY OF COLUMBIA HEIGHTS

Dated: _____

By: Aaron Chirpich
Its: City Manager

ECKBERG LAMMERS, P.C.

Dated: _____

By: Christina K. Benson

