

## **CONSULTING SERVICES CONTRACT**

This Agreement, by and between the City of Grand Rapids, hereinafter referred to as “City” and Madden Galanter Hansen, LLP, Attorneys at Law, 7760 France Avenue South, Suite 290, Bloomington, Minnesota 55435-5834, hereinafter referred to as “Consultant.”

### **RECITALS**

**WHEREAS**, the City is required under the Minnesota Public Employment Labor Relations Act (PELRA) to undertake the negotiations of contracts with employees represented by exclusive representatives (unions); and

**WHEREAS**, the City has determined that retaining a consultant to assist in its negotiations with the unions best fulfills its obligations with respect to labor negotiations.

**NOW, THEREFORE**, in consideration of the mutual undertakings and agreements contained within the Contract, the City and the Consultant agree as follows:

#### **A. Scope of Services**

1. Representation, with the labor negotiating team, in labor negotiations as chief management negotiator including:
  - a. Analysis of existing contract language and administration problems;
  - b. Preparation of management negotiations strategy;
  - c. Management spokesperson for “at the table” labor negotiations;
  - d. Preparation of management proposals and timely drafting of final labor bargaining agreement and finalization;
  - e. Pre-labor negotiation briefings, settlement summaries and appropriate status reports for the City Board information and action as necessary or as requested.
2. Management representation in grievance matters and counseling with management staff in initial grievance steps. Handling of grievance arbitrations.
3. Representation of the City in unit determination hearings.
4. Labor relations advice and personnel matters and data practices issues with the City on an ongoing basis.

**B. Consideration and Terms of Payment**

1. Consideration for all services performed shall be as follows:

Providing of labor negotiation services, travel and other labor relation services, other than arbitration, administrative hearing and litigation representation, billed in tenths of an hour at the rate of \$190.00 per hour. Arbitration and administrative hearing representation, if requested by the City, shall be at the rate of \$200.00 per hour. These rates are in effect through December 31, 2022.

2. Consultant will also be reimbursed for expenses, including mileage consistent with the amount set forth by the IRS per mile, photocopying charges at \$.15 per page, charges for facsimile transmissions at the rate of \$.50 per page, and reimbursement of long distance telephone charges.
3. The Consultant will submit invoices on a periodic basis to the City for payment for services performed. Payment shall be made within thirty days after receipt of invoices for services performed.

**C. Changes**

The City and Consultant may, from time to time, require changes in the terms of this Contract. Any such changes that are mutually agreed to by the parties shall be incorporated as written amendments to this Agreement and attached hereto.

**D. Duration**

The terms of this Agreement shall be applicable for a period commencing January 1, 2022 through December 31, 2022. The contract may also be terminated by either party after giving thirty days written notice.

**E. Independent Contractor**

It is agreed by the parties that at all times and for all purposes hereunder, that the Consultant is an independent contractor and not an employee of the City.

**F. Insurance**

The Consultant agrees it will defend, indemnify and hold harmless the City, its officers and employees against any and all liability, loss, costs, damages and expenses which the City, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts of omission of Consultant and out of Consultant's performance or failure to adequately perform its obligations pursuant to this Agreement.

The Consultant further agrees, in order to protect itself and the City under the indemnity provisions set forth above, the Consultant will maintain at all times general, professional,

and auto liability policies on an occurrence basis. All such policies shall provide limits not less than the tort liability limitations set forth in Minnesota Statutes Section 466.04. If applicable, the Consultant also agrees to maintain Workers Compensation insurance in the statutory amounts. Certificates of insurance showing the coverage listed here shall be during the term of this contract, have and keep in force liability insurance coverage provided to the City prior to the effective date of this contract. All policies shall provide that they shall not be canceled, materially changes, or not renewed without thirty days prior notice thereof to the City. This provision shall act as a condition subsequent; failure to abide by this provision shall be deemed as a substantial breach of contract.

G. **Data Practices**

The City shall disclose private and/or confidential data to Consultant as necessary for purposes of legal advice and consultation. Consultant agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, pertaining to privacy or confidentiality. Consultant understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Consultant in performing those functions that the City would perform as a government entity, is subject to the requirements of Chapter 13 and the Consultant must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Consultant to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused the Contract to be duly executed intending to be bound thereby.

**City of Grand Rapids**

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

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

Its \_\_\_\_\_

**Madden Galanter Hansen, LLP**

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

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

Susan K. Hansen  
Its Partner