

## **AGREEMENT FOR LEGAL SERVICES**

This Agreement, entered into between the CITY OF NAME, a Minnesota municipal corporation (the “City”) and the law firm of KENNEDY & GRAVEN, CHARTERED (the “City Attorney”) effective as of this 1<sup>st</sup> day of January, 2025, provides as follows:

### **SECTION 1. Background: Findings.**

1.01. *Authority.* The appointment and removal of the City Attorney is made by the Mayor, with approval from City Council.

1.02. *Council Determination.* At a duly called regular meeting of the City Council held on December 10, 2024, the City Council determined that the firm of Kennedy & Graven, Chartered be engaged as City Attorney, with Pamela J.F. Whitmore of that firm serving as primary legal counsel for the City and approved this Agreement for Legal Services and authorized the Mayor and City Clerk to sign.

### **SECTION 2. Terms and Conditions.**

2.01. *Consideration.* In consideration of the mutual promises and conditions contained in this Agreement, the City and the City Attorney agree to the terms and conditions set forth herein.

2.02. *City Attorney Appointment.* The City appoints the firm of Kennedy & Graven, Chartered as City Attorney, with Pamela J.F. Whitmore acting as primary legal counsel for the City.

2.03. *Usual and Customary Legal Services.* The City Attorney agrees to perform all usual and customary legal services for the City in accordance with the terms of this Agreement, including, but not limited to the following:

- a. In person attendance at up to two City meetings (City Council, City board or commission, staff meeting, etc.) per month, as requested;
- b. Drafting and review of ordinances, resolutions, policies and correspondence, as requested;
- c. Remote Attendance at meetings and participating in telephone conversations with and advising the City Council, City Administrator, Department Heads, and other City staff on general legal matters;
- d. Reviewing and drafting of municipal contracts, including contracts for public improvements, joint powers agreements, construction, purchase of equipment, and the like;
- e. Representation of the City in matters related to the administrative enforcement of City building, housing, and zoning codes (with the exception of commencing

litigation or judicial abatement actions, which will be charged out of retainer at litigation rates);

- f. Interpretation and advice with respect to general municipal employment matters including, but not limited to, PELRA, labor agreements, personnel policies, FLSA, veterans' preference, and unemployment compensation (with the exception of matters involving the imposition of employee discipline, employment litigation, and participating in labor negotiations);
- g. Researching and submission of legal opinions on municipal or other legal matters requested by the City Council or City Administrator;
- h. Providing a legal briefing, as requested, to the City staff and Council regarding new or proposed legislation affecting municipal operations and activities;
- i. Providing written updates on new state and federal legislation or judicial holdings impacting the City, and suggested action or changes in operations or procedures to assure compliance;
- j. Reviewing bonds and insurance required by or for City contracts or activities;
- k. Regular training for City staff and the City Council including, but not limited to, Open Meeting Law, Data Practices, City government procedures, and planning commission duties;
- l. Review responses to Data Practices requests;
- m. All other *routine* legal services except those pertaining to:
  - i. Litigation, administrative proceedings, eminent domain, and special assessment appeals;
  - ii. Review and drafting of subdivision and land development contracts;
  - iii. Approval of improvement bonds/proceedings and other authorized bond issues;
  - iv. Public utilities and telecommunication matters;
  - v. Matters involving the imposition of employee discipline, employment litigation and participating in labor negotiations;
  - vi. Economic development and redevelopment services such as negotiation and preparation of subdivision and related agreements, tax increment financing, and other public finance mechanisms;
  - vii. Attendance at meetings of separate boards and commissions of the City including, but not limited to Economic Development Authority, Planning Commission, and Charter Commission, except as provided in Section 2.03 (a) above;
  - viii. Real estate matters and actions, including, but not limited to, representation of the City in real estate sales and purchases, drafting of easements,

purchase agreements, lease agreements, license agreements, and other real estate documents, and representation of the City in real estate actions (i.e. quiet title actions, registration proceedings, and proceedings subsequent (both bringing on behalf of the City and defending the City's interests));

- ix. Recodification;
- x. Non-routine Ordinance drafting which involves drafting, revising, researching or meeting with any public committees for creation of code or ordinances not previously in existence for the City; and
- xi. Any other services not identified in this Agreement.

City Attorney will notify City Administrator in instances when municipal contracts, joint powers agreements, bidding documents, equipment purchases and lease documents, project plans and specifications and the like are not routine in nature.

As an aid to the interpretation of the services to be covered by this Agreement, the following definitions shall apply:

“Administrative proceedings” means services directly related and preparatory to representing the City or its agencies before a federal, state or regional administrative agency.

“Eminent domain” means services performed directly related and preparatory to the commencement of an action of eminent domain by or against the City or its agencies.

“Litigation” means services performed by the City Attorney: (a) in response to a claim filed against the City or an action commenced against the City, its agencies, or its officers, agents or employees; (b) in response to administrative proceedings; and (c) appearances on behalf of the City or its agencies before state or federal courts, boards, or commissions.

“Routine” means matters usual and customarily undertaken by a city attorney in the discharge of office.

2.04. *Compensation for Legal Services.* For legal services, except as provided in Section 2.08, the City agrees to compensate the City Attorney at the following hourly rates for services indicated below:

- a. For all attorneys in general municipal matters as set forth in Section 2.03 (except Section 2.03(m)) pursuant to a monthly retainer in the amount of \$6,400 for year one and \$6720 for year two of this Agreement.
- b. For all attorneys for matters set forth in Section 2.03 (m) as follows:
  - i. For all Shareholder attorneys in non-retainer matters in year one:  
\$195/hr.  
For all Shareholder attorneys in non-retainer matters in year two:  
\$200/hr.
  - ii. For all associate attorneys in non-retainer matters:

\$180/hr.

For all associate attorneys in non-retainer matters in year two:

\$185/hr.

- iii. For all law clerks for work not covered by the retainer set forth in Section 2.04(a) for year one and year two:  
\$115/hr.
- iv. For all paralegals for work not covered by the retainer set forth in Section 2.04(a) for year one:  
\$130/hr.  
For all paralegals for work not covered by the retainer set forth in Section 2.04(a) for year two:  
\$135/hr.
- iv. For all attorneys in matters in which costs are passed through to a developer and tax increment matters for year one and year two:  
\$260/hr.
- vi. Bond counsel services as set forth in Section 2.08.

2.05. *Compensation for Expenses.* The City will compensate the City Attorney for the following actual and necessary expenses incurred by the City Attorney on behalf of the City:

The City Attorney will bill its out-of-pocket costs for such things as postage, mileage, photocopying, filing fees, recording fees, and similar items.

Photocopying:	\$ .10 per page
Color copies	\$ .10 per page
Mileage, other than one in-person meeting a month:	IRS reimbursement rate
Other charges such as:	Actual cost charged
Messenger service	
Postage	
Filing fees	
Recording fees	

The City Attorney's monthly billing statements will provide detail for all fees and costs.

2.06. *Billing Statements.* Billings by the City Attorney to the City for services will be on a monthly basis, except as may otherwise be agreed upon by the parties. The billing statement shall be of sufficient detail to adequately inform the City concerning the tasks performed, the attorney or staff performing them, the time spent on each task and the nature and extent of costs and disbursements. The statement shall also contain a summary that shows the total time spent for each category and the total fees, charges and disbursements for each category.

2.07. *Term of Agreement.* The term of this Agreement shall be for two years ("term") with

the first year starting on January 1, 2025 and ending December 31, 2025 (“year one”) and with the second year starting on January 1, 2026 and ending on December 31, 2026 (“year two”).

2.08. *Bond Counsel Services.* Bond counsel services are not part of this Agreement but may be made such by mutual agreement of the parties. In the event such services are desired by the City, fees for these services will be those usual and customarily charged by the firm of Kennedy & Graven, Chartered.

2.09. *Primary Legal Counsel.* It is the intention of the parties and it is hereby agreed by the City Attorney, that the term “primary legal counsel” as used herein means and refers to Pamela J.F. Whitmore who will, except in the case of extraordinary circumstances involving disability, unavoidable conflict or other good and substantial reasons, perform, supervise and be responsible to the City for the legal services to be provided.

2.10. *Entire Agreement.* This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between the City and the City Attorney and supersedes any other written or oral agreements between the City and the City Attorney. This Agreement can only be modified in writing signed by the City and the City Attorney.

2.11. *Termination.* This Agreement may be terminated by the City at any time or by the City Attorney upon 90 days’ written notice.

2.12. *Conflict of Interest.* The City Attorney shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict, the City Attorney, with the consent of the City, shall arrange for suitable alternative legal representation. It is the intent of the City Attorney to refrain from handling legal matters for any other person or entity that may pose a conflict of interest.

2.13. *Agreement Not Assignable.* Except as provided in Paragraph 2.12 of this Agreement relating to conflicts of interest, the rights and obligations created by this Agreement may not be assigned by either party.

2.14. *Agreement Not Exclusive.* The City retains the right to hire other legal representation for specific legal matters.

2.15. *Independent Contractor Status.* All services provided by the City Attorney pursuant to this Agreement shall be provided by the City Attorney as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers’ compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

2.16. *Work Products.* All records, information, materials and other work products prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of the City.

2.17. *Insurance.* The City Attorney shall maintain professional liability (malpractice)

insurance in the minimum amount of \$1,500,000.

2.18. *Data Practices Act Compliance.* Data provided to the City Attorney under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

2.19. *Choices of Law and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by their proper officers and representatives as of the day and year first above written.

CITY OF NAME

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

Its: Mayor

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

Its: City Clerk

KENNEDY & GRAVEN, CHARTERED

By: /s/Pamela Whitmore

City Attorney