

## AGREEMENT FOR LAND USE LEGAL SERVICES

This Agreement for Land Use Legal Services (“**Agreement**”) is entered into by and between the CITY OF MARSHALL, a Minnesota municipal corporation, (“**City**”) and the law firm of QUARNSTROM & DOERING, P.A. (“**Law Firm**”) effective as of the 1<sup>st</sup> day of January 2023. In consideration of the mutual promises and conditions contained in this Agreement, the City and the Law Firm agree as follows:

1. **Special Counsel.** The City appoints the firm of Quarnstrom, & Doering, P.A. as special counsel to provide land use legal services to the City with Dennis H. Simpson being the primary service provider. The Law Firm is providing the services as special counsel to the City, not as City Attorney.
2. **Term and Termination.** This Agreement shall be effective from January 1, 2023 to December 31, 2024. During the term of this Agreement, either party may terminate this Agreement upon 60 days’ written notice to the other party. This Agreement supersedes and replaces the prior agreement for legal services between the parties, which shall be deemed terminated effect of December 31, 2022. The City remains responsible for paying for services provided under the prior agreement to the date of termination.
3. **Land Use Legal Services.** The Law Firm agrees to perform the following services on an as-needed basis as determined by the City and then only upon request of the City Administrator. The services do not require the Law Firm to appear at City Council meetings, unless the City Administrator specifically requests its attendance at a meeting.
  - (a) Real Estate Sale and Acquisition
    - (1) Review acquisition requirements with appropriate City departments, evaluate any special legal or cost issues, develop acquisition timetables, make preliminary cost estimates, and obtain or develop proper legal descriptions.
    - (2) Examine title to property.
    - (3) Prepare documents necessary for routine land purchases and/or sales.
  - (b) Zoning
    - (1) Provide legal advice to staff, City Administrator, Planning Commission, and City Council regarding zoning code matters.
    - (2) Represent the City in matters related to the enforcement of city building, subdivision, and zoning codes.
    - (3) Represent the City in litigation related to zoning enforcement that are not defended by the City’s insurer.
  - (c) Public Improvements
    - (1) Represent the City in the acquisition of properties for public improvements, easements, parks and the like as needed.

- (2) Perform legal work in connection with financing, not usually performed by the fiscal consultant or bond counsel.
- (3) Receive and evaluate all assessment appeals and try cases in District Court or recommend amendments to assessment if warranted.
- (4) Handle legal matters under construction contracts and any resulting litigation that is not defended by the City's insurer.
- (5) Represent the City in condemnation proceedings for public improvement projects.
- (6) Initiate annexation proceedings at the direction of the City and follow through with all necessary documentation and presentation to the State Boundary Adjustments Division.

4. **Compensation.** The City agrees to pay the Law Firm for all legal services it provides in accordance with the following.

(a) Retainer. The City shall pay the Law Firm a monthly retainer fee as follows:

Year	Monthly Payment
2023	\$2,500
2024	\$2,500

All legal services provided by the Law Firm, including its paralegals and other staff, shall be considered as being within the monthly retainer amount unless the City Administrator expressly approves the provision of additional legal services outside of the monthly retainer.

(b) Additional Legal Services. The City Administrator may request the Law Firm to provide legal services that are outside the monthly retainer amount. Any such additional legal services shall be billed at an attorney rate of \$200 an hour and a paralegal rate of \$\_\_\_ an hour. All billable time shall be kept in no more than 15-minute increments. The cumulative total of all such additional legal services shall not exceed \$10,000 in a year.

(c) Expenses. The City will reimburse the Law Firm for actual, necessary, and reasonable costs and expenses incurred by the Law Firm in the performance of legal services under this Agreement. These costs and expenses include, but are not limited to, courier and delivery charges, process server fees, court filing fees, mileage and parking fees related to providing legal services, online legal research services, postage, printing and photocopying costs, document recording fees, and other actual costs of a similar nature. These fees and expenses are outside of the monthly retainer fee, but within the \$10,000 annual cap on additional legal services, and will be specified on the Law Firm's monthly billing statement sent to the City.

5. **Not Exclusive.** The parties understand and agree this Agreement is not exclusive. The City is not required to assign any general or specific type of legal service or matter to the Law Firm regardless of the scope of services described in this Agreement. Nothing in this Agreement shall be interpreted or construed as designating the Law Firm as the exclusive provider of any

particular legal service or as limiting the City's ability to assign any matter to a different firm. The City remains free to assign any matters to the firm that serves as City Attorney or to any other firm the City selects to address one or more particular matters.

6. **Billing.**

- (a) **Billing Statements.** The Law Firm will submit to the City a monthly billing statement for the monthly retainer amount and for any additional legal services and expenses provided or incurred within the month. All additional legal services and expenses billed outside of the monthly retainer shall be broken down into categories for ease of review by the City. The statement will include a descriptor for each expense item billed to the City.
- (b) **Billing Cycle.** The Law Firm will bill monthly for legal services. Generally, bills will go out approximately 20-30 days after the end of the prior month and the City agrees to process and pay them in accordance with its usual invoice payment procedures.
- (c) **Disputes.** In the event that the City disputes any aspect of the Law Firm's invoice, the appropriate City representative will contact Dennis H. Simpson at the Law Firm stating the nature of the dispute. The parties agree to work in good faith to resolve any such disputes.

- 7. **Insurance.** The Law Firm shall maintain professional liability (malpractice) insurance at a minimum coverage level of \$1,000,000 per claim, and \$3,000,000 annual aggregate. The Law Firm shall provide a current Certificate of Insurance to the City upon request.
- 8. **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.
- 9. **Conflict of Interest.** The Law Firm will notify the City as soon as practicable if the Law Firm represents an opposing party to the City in a legal matter.

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 MARSHALL, MINNESOTA

By \_\_\_\_\_  
Robert Byrnes  
Its Mayor

By \_\_\_\_\_  
Sharon Hanson  
Its City Administrator

Date: \_\_\_\_\_

QUARNSTROM & DOERING, P.A.

By \_\_\_\_\_  
Dennis H. Simpson, Attorney

Date: \_\_\_\_\_

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