

AGREEMENT FOR CIVIL LEGAL SERVICES

This Agreement for Civil Legal Services (“**Agreement**”) is entered into by and between the CITY OF MARSHALL, a Minnesota municipal corporation, (“**City**”) and the law firm of KENNEDY & GRAVEN, CHARTERED (“**Law Firm**”) effective as of the 1st 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. **Appointment.** The City appoints the firm of Kennedy & Graven, Chartered to the position of City Attorney, with Pamela Whitmore and Troy Gilchrist acting as primary legal counsel for the City.
2. **Term and Termination.** This Agreement shall be effective from January 1, 2023 to December 31, 2024, and shall continue thereafter until renewed or a different firm is selected to serve as City Attorney. During the term of this Agreement, either party may terminate this Agreement upon 60 days’ written notice to the other party.
3. **Legal Services.** The Law Firm agrees to perform all usual and customary civil legal services for the City in accordance with the terms of this Agreement. The Law Firm shall provide both general legal services and specific legal services as detailed below. The parties understand the Law Firm takes a team approach to providing legal services. As such, while Troy Gilchrist will be primarily responsible for providing legal services, others in the Law Firm will also directly and indirectly provide legal services to the City.
4. **Compensation.** The City agrees to pay the Law Firm for its legal services in accordance with the following:

- (a) General Legal Services. An annual retainer fee paid monthly as follows:

Year	Annual Amount	Monthly Payment
2023	\$65,400	\$5,450
2024	\$67,380	\$5,615

- (b) Special Legal Services. The Law Firm will charge a per hour rate for specific legal services, which are outside of the monthly retainer charged for general legal services, as follows:

Type of Service	2023 Hourly Rate	2024 Hourly Rate
Specific Legal Services (not otherwise specified)	\$185	\$195
Litigation, administrative, certain specialized trainings/strategic planning, and condemnation proceedings	\$200	\$210

Development, redevelopment, and tax increment matters (paid by the developer)	\$250	\$260
Bond counsel	Customary rates	Customary rates

Support Staff	2023 Hourly Rate	2024 Hourly Rate
Paralegals	\$125	\$130
Law Clerks	\$110	\$115

- (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 and will be specified on the Law Firm’s monthly billing statement sent to the City.

5. Scope and Nature of General Legal Services. The parties agree to the following description of the nature of the comprehensive “general legal services” to be provided by the Law Firm to the City under the retainer fee specified above.

- (a) One onsite office day per month without charge for travel to and from city. City not charged for time spent onsite, other than work done outside of general legal services covered by retainer. City attorney available to be on site other days, upon request.
- (b) Prepare for, travel, and attend one regular City Council meetings in person, and, upon request, prepare for and attend the other regular council meeting and special council meetings. Prepare for and remotely attend other regular council meetings or other meetings, upon request.
- (c) Provide legal advice and consultation to the City Council, City Administrator, Department Heads, City Committees, City Commissions, and other City staff related to City business.
- (d) Draft and make revisions to various routine legal documents, ordinances, resolutions, forms, notices, certificates, correspondence, and regulations.
- (e) Draft and make revisions to routine municipal contracts, joint powers agreements, bidding documents, equipment purchase and lease documentation, project plans and specifications, and the like. City Attorney will notify City Administrator in instances when municipal contracts, joint powers agreements, bidding documents, equipment purchase and lease documents, project plans and specifications and the like are not routine in nature.
- (f) Review of contractor/vendor bond and insurance documents.

- (g) Research and preparation of legal opinions on municipal or other legal matters as requested by the Mayor, City Council, City Administrator, or Department Heads. City Attorney will notify City Administrator in instances when research requested by Mayor, City Council, City Administrator or Department Heads represent an extraordinary request outside the scope of general legal matters anticipated by the retainer.
 - (h) Annual training for Council, Boards, Commission and staff on open meeting law, data practices, conflict of interest, and general governance.
 - (i) Limited consultation with Charter Commission
 - (j) Routine data practices questions
 - (k) Other routine legal services that do not constitute specific legal services.
6. **Scope and Nature of Specific Legal Services.** The parties agree to the following description of the nature of the “specific legal services” to be provided by the Law Firm at the request of the City. The parties agree a service identified as a general legal service can be billed as a specific legal service if it is non-routine because it is unusually complex or involves significantly more time than other similar services.
- (a) Condemnations.
 - (b) Enforcement actions, including of City building, housing, and zoning codes, and environmental matters.
 - (c) Drafting and review of development agreements.
 - (d) Attendance at commission meetings and staff meetings.
 - (e) Bonds, tax increment, and other forms of financing.
 - (f) Review of or response to data practices requests.
 - (g) Real estate matters, including sales and acquisitions.
 - (h) Non-routine development of contracts or contract addenda, specifications, and contract negotiations.
 - (i) Training sessions for City officials or staff, outside of annual training listed in paragraph above.
 - (j) Claims not covered by insurance or as the City’s insurance carrier’s legal representative.

- (k) Special assessment-based issues and public improvement projects
- (l) Easements and rights-of-way, including vacations.
- (m) Recodifications and non-routine ordinance projects.
- (n) Contested case matters.
- (o) Non-routine employment matters.
- (p) Litigation, mediation, and arbitration.
- (q) Specific development projects.
- (r) Specific employment matters.

7. **Billing.**

- (a) Billing Statements. The Law Firm will submit to the City a monthly billing statement for general legal services, specific legal services, and expenses. All services billed outside of the monthly retainer for specific projects will 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. Time shall be billed in tenths of an hour.
- (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 Law Firm personnel will work with the City to timely place bills on the next City Council agenda.
- (c) 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 billing statements.
- (d) Disputes. In the event that the City disputes any aspect of the Law Firm's invoice, the appropriate City representative will contact Troy Gilchrist at the Law Firm stating the nature of the dispute. The parties agree to work in good faith to resolve any such disputes.

8. **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.

9. **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.

10. **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: _____

KENNEDY & GRAVEN, CHARTERED

By _____
Pamela Whitmore
City Attorney

By _____
Troy Gilchrist
City Attorney

Date: _____