

CONTRACT FOR CIVIL LEGAL SERVICES

This Agreement is entered into by and between the City of Blaine (hereinafter "City"), 10801 Town Square Drive, Blaine, MN 55449, and Patrick J. Sweeney (hereinafter "City Attorney"), for the purpose of utilizing the City Attorney to provide civil legal services to the City.

RECITALS

WHEREAS, by Request for Proposal dated June 20, 2018, (the "RFP"), the City solicited proposals for civil legal services.

WHEREAS, Patrick J. Sweeney and the law firm of Eckberg Lammers, P.C. submitted a proposal for civil legal services.

WHEREAS, the City of Blaine has chosen to re-appoint Patrick J. Sweeney as Blaine Civil City Attorney.

TERMS

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

1. Engagement. City does hereby engage City Attorney to perform civil legal services as set forth and upon the terms contained herein.
2. Scope and Nature of General Civil Services. The parties agree to the following description of the nature of the general civil services to be provided by the City Attorney to the City under the retainer fee:

Attend all regularly scheduled City Council meetings and three City Council workshop meetings per month; attendance at other City, Economic Development Authority, Commission, or Committee meetings, as requested by the City Council or City Manager; attendance at office hours in City Hall as requested by the City Manager; the ordinary and usual day-to-day city legal work including; legal opinions and reports; non-appellate research; ordinance review and amendments; standard contract and lease review; and consultations with administrative staff, city council, and city employees.

3. Scope and Nature of Other Civil Legal Services. The parties agree to the following description of the nature of the Other Legal Services to be provided by the City Attorney at the request of the City:

Legal services in connection with civil litigation or potential civil litigation; capital and improvement projects; development projects; Economic Development

Authority Projects; condemnation; real estate purchases and sales; assessment appeals; emergency or special projects; ordinance drafting; litigation or potential litigation involving licensing or code enforcement; and other matters not contemplated to be included in general civil services.

4. Compensation. The compensation to be paid by City to City Attorney shall be as follows:

a) Compensation for general civil services (retainer fee).

Year 1	(11/01/18 – 10/31/19)	\$2,650 per month
Year 2	(11/01/19 – 10/31/20)	\$2,800 per month
Year 3	(11/01/20 – 10/31/21)	\$2,950 per month
Year 4	(11/01/21 – 10/31/22)	\$3,100 per month
Year 5	(11/01/22 – 10/31/23)	\$3,250 per month

b) Compensation for Other Civil Legal Services (hourly fees). The hourly rates for attorneys and legal assistants identified in the proposal submitted by the City Attorney are as follows:

City Attorney-		
Year 1	(11/01/18 – 10/31/19)	\$145 per hour
Year 2	(11/01/19 – 10/31/20)	\$150 per hour
Year 3	(11/01/20 – 10/31/21)	\$155 per hour
Year 4	(11/01/21 – 10/31/22)	\$160 per hour
Year 5	(11/01/22 – 10/31/23)	\$165 per hour

Legal Assistant -		
Year 1	(11/01/18 – 10/31/19)	\$80 per hour
Year 2	(11/01/19 – 10/31/20)	\$85 per hour
Year 3	(11/01/20 – 10/31/21)	\$90 per hour
Year 4	(11/01/21 – 10/31/22)	\$95 per hour
Year 5	(11/01/22 – 10/31/23)	\$100 per hour

c) Expenses to be billed.

The City will reimburse the City Attorney for actual, necessary and reasonable costs and expenses incurred by the City Attorney in the performance of the legal services contained in this Contract.

- Copying and printing: \$.25 per page
- Billings for local mileage: not chargeable
- Courier or delivery charges: at cost
- Process server fees: at cost
- Court filing fees: at cost
- Document filing fees: at cost

Court reporters transcript fees: at cost

5. Billing Format, Payment Expectations, Term, Insurance and Interests.

- a) **Billing Format:** The City Attorney will submit monthly billing statements, for both retainer and hourly matters. Other Civil Legal Services shall be itemized. Time shall be billed in tenths of an hour.
- b) **Payment Expectations:** The City will pay the City Attorney routinely according to its internal payment procedures by electronic funds to the City Attorney paying for both legal services and expenses shown on the City Attorney's invoice.
- c) **Term:** The term of this Contract will be from November 1, 2018 to October 31, 2023. This contract may be terminated by either party upon sixty days written notice.
- d) **Insurance:** The City Attorney shall maintain professional liability (malpractice) insurance at a minimum coverage level of \$1,000,000 per claim, and \$2,000,000 annual aggregate.
- e) **Interests:** The parties agree to mutually evaluate the usage of civil legal services prior to the conclusion of this Contract, in order to evaluate usage and identify areas where modification(s) and/or an extension of the parties' relationship may be mutually beneficial.

THE CITY OF BLAINE

CITY ATTORNEY

BY: _____

Tom Ryan, Mayor

Patrick J. Sweeney

BY: _____

Clark Arneson, City Manager

DATED: _____

DATED: _____