

CONTRACT FOR LABOR AND EMPLOYMENT ATTORNEY LEGAL SERVICES

This Contract for Labor and Employment Attorney Legal Services (the “Agreement”) is effective as of the 3rd day of January, 2022, and is entered into by and between the CITY OF BLAINE, a municipal corporation and political subdivision of the State of Minnesota (the “City”), and the law firm of ECKBERG LAMMERS, P.C. (the “Law Firm”), for the purpose of utilizing the Law Firm to provide labor and employment attorney legal services to the City.

I. RECITALS

1. The City and the Law Firm desire to enter a three-year contract for Labor and Employment Legal Services through December 31, 2024, with hourly rates outlined as follows:

	Year 1 - 2022	Year 2 - 2023	Year 3- 2024
General Hourly Rate for All Attorneys	\$185	\$190	\$195
General Hourly Rate for Paralegals	\$140	\$145	\$150

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

II. TERMS

1. **Scope and Nature of Labor and Employment Attorney Services:** The parties agree to the following description of the nature of the labor and general employment legal services to be provided by the Law Firm to the City:
 - a. Availability for consultation with and serve under the City Manager, Director of Administration, and Deputy Human Resources Director.
 - b. Provide legal advice, consultation, and representation on labor matters, as needed by the City, such as: the Minnesota Public Employment Labor Relations Act, Collective Bargaining Agreement (“CBA”) interpretation and implementation, discipline and discharge, and related unionized workforce labor and employment matters.
 - c. Research and prepare legal opinions for the City on general municipal employment matters.
 - d. Consult with and advise the City regarding employment law matters such as: workplace accommodation, sick and medical leave, background checks, hiring, workplace investigations, discrimination allegations, wage and hour laws, workplace safety, policy development and interpretation, discipline and termination decisions, drug and alcohol testing policies, employment

agreements, separation and severance agreements, and other related matters.

- e. Represent the City in labor related issues, such as CBA negotiations, mediation, grievance arbitration, administrative hearings, litigation involving the same, and unfair labor practice litigations.
- f. Represent the City in any employment-related arbitrations, administrative hearings, and litigation, which are not covered by third party appointed counsel.

2. Reimbursable Costs and Expenses:

- a. **General Rule:** The City will reimburse the Law Firm for actual, necessary and reasonable costs and expenses incurred by the Law Firm in the performance of the legal services contained in this Agreement.
- b. **Specific Expenses:**

<u>Description of Costs</u>	<u>Rate</u>
Mileage	No Reimbursement
Parking	Actual Cost
Meals	No Reimbursement
Postage	Actual Cost
Messenger	Actual Cost
Court Costs	Actual Cost
Arbitration Costs	Actual Cost
Other Contested Case Costs	Actual Cost

3. Conflict of Interest and Attorney/Client Privilege Issues:

- a. **Conflict of Interest:** The Law Firm will notify the City as soon as practicable if the Law Firm represents or has ever represented an opposing party to the City in a legal matter or otherwise determines it has conflict of interest.
- b. **Attorney/Client Privilege:** The Law Firm is authorized to utilize e-mail without encryption and use of cell phones to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception of such information.

4. Billing Format, Cycle, Payment Expectations, and Interests.

- a. **Billing Format:** The Law Firm will submit monthly statements itemizing legal services rendered for the prior month broken down into categories relating to the matters of representation.
- b. **Billing Cycle:** The Law Firm will bill monthly for legal services rendered in the prior month. Generally, bills will go out approximately 10 days after the end of the prior month.
- 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 Law Firm's bill.
- d. **Disputes:** In the event that the City disputes any aspect of the Law Firm's bill, the appropriate City representative will contact Lida M. Bannink at the Law Firm stating the nature of the dispute.
- e. **Term:** The term of this Agreement will be effective January 3, 2022, and will run through December 31, 2024. During the term of the Agreement, either party may terminate the Agreement upon 60 calendar days' written notice to the other party.
- f. **Authorized Contact Person:** Lida M. Bannink will act as lead attorney labor and employment attorney for the City, and Pamela J. F. Whitmore will serve as assistant labor and employment attorney for the City.
- g. **City Approval:** The Law Firm is authorized to commence performing services under this contract effective upon the execution of this Agreement.

THE CITY OF BLAINE

ECKBERG LAMMERS, P.C.

By: _____
Tim Sanders, Mayor

By: _____
Lida M. Bannink

By: _____
Michelle Wolfe, City Manager

Date: _____

Date: _____