

## AGREEMENT FOR OUTSIDE COUNSEL SERVICES

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 between the City of Saint Paul, a municipal corporation, 400 City Hall, 15 W. Kellogg Blvd., Saint Paul, MN 55102, on behalf of the Saint Paul City Attorney's Office, ("CAO") and Levander, Gillen & Miller, P.A., 633 South Concord Street, Suite 400, South St. Paul, MN 55075 ("LGM").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### SECTION 1. Scope of Services.

LGM shall be appointed as special counsel for the City of Saint Paul for the purpose of providing legal services in the area of assessments, capital improvement projects, utility easements, and eminent domain and related real estate matters.

Services under this agreement shall be provided primarily by Peter G. Mikhail, Esq.

All information and communications between the City of Saint Paul staff and CAO and LGM shall be considered confidential, attorney work product. All information and communications shall be handled in accordance with applicable rules of professional responsibility for attorneys, attorney-client privilege, and work-product.

### SECTION 2. Time for Completion.

This agreement shall become effective on the date first written above, and shall be in effect for one year from that date, unless terminated earlier in accordance with the termination provisions of this Agreement, or unless extended by mutual agreement of the parties.

### SECTION 3. Billings and Payment.

A. That for LGM's faithful performance of this Agreement, the City hereby agrees to compensate LGM in the amount(s) and according to the schedule that follows.

Peter G. Mikhail (shareholder):	\$210/hour
(associate):	\$190/hour
(paralegal):	\$130/hour

Services will be reimbursed based on amount of time expended, and will be based on the LGM's hourly rates, billed in one-tenth of an hour increments.

B. The above amounts shall fully compensate LGM for all work and associated costs. The City will honor no claim for services and/or costs provided by not specifically provided for in this Agreement.

C. LGM shall submit an itemized billing statement monthly. Upon receipt of the invoice and verification of the charges by the Project Manager, the City shall make payment to LGM within thirty-five (35) days.

#### SECTION 4. Project Management.

In order to coordinate the services of LGM with the activities of the Saint Paul City Attorney's Office so as to accomplish the purposes of this Agreement, Lyndsey Olson, Saint Paul City Attorney, or her designee (Contract Administrator), shall manage this Agreement on behalf of the City of Saint Paul and CAO and serve as liaison between the parties. LGM shall comply with all applicable rules of professional responsibility for attorneys in performing services under this agreement.

#### SECTION 5. Work Products, Records, Dissemination of Information.

LGM agrees to maintain all files and records relating to work performed under this agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

#### SECTION 6. Compliance with Applicable Law.

LGM agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to LGM's performance of the provisions of this Agreement.

#### SECTION 7. Conflict of Interest.

LGM agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City.

LGM agrees that, should any conflict or potential conflict of interest become known, LGM will advise the City of the situation so that a determination can be made about LGM's ability to continue performing services under the Agreement.

#### SECTION 8. Indemnification and Hold Harmless.

LGM shall indemnify and hold harmless the City, its officers, agents, and employees from all liability, claims, actions, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, resulting directly from and to the extent of breach of the professional standard of care, but only to the extent covered and payable by LGM's professional liability insurance.

## SECTION 9. Insurance.

LGM shall be required to carry insurance of the kind and in the amounts shown below for the term of this Agreement.

### 1. General Liability Insurance

- a) Bodily Injury               \$ 1,500,000 each occurrence  
                                     \$ 2,000,000 aggregate
- b) Property Damage       \$ 1,500,000 each accident  
                                     \$ 2,000,000 aggregate

### 2. Workers Compensation and Employer's Liability

- a) Workers Compensation per Minnesota Statute
- b) Employers Liability shall have minimum limits of \$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit.

### 3. Professional Liability Insurance

\$1,500,000 per occurrence  
\$3,000,000 aggregate

### 4. General Insurance Requirements

- a) Insurance must remain in place for the duration of the original contract and any extensions periods.
- b) Satisfaction of policy requirements for General Liability, of "each occurrence" and aggregate limits, can be met with an umbrella or excess policy with the same minimum monetary limits written on an occurrence basis, providing it is written by the same insurance earner.

## SECTION 10. Independent Contractor.

It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of LGM to the City is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find LGM's employees, agents or officers to be an employee of the City, and they shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

#### SECTION 11. Termination.

- A. This Agreement will continue in full force and effect until completion of the services to be provided have been completed herein unless either party terminates it at an earlier date.
- B. Either party may terminate the agreement with or without cause upon fifteen days written notice.
- C. In the event of termination, the City will pay for all services rendered up to the receipt of the notice of termination and thereafter until the date of termination. LGM will deliver all files and work product to the City prior to submitting the final invoice for payment.

#### SECTION 12. Amendment or Changes to Agreement.

City or LGM may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the City.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

#### SECTION 13. Notices.

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To City:

Lyndsey Olson  
City Attorney  
400 City Hall  
15 W. Kellogg Boulevard  
Saint Paul, MN 55102

To LGM:

Peter G. Mikhail  
LeVander, Gillen & Miller, P.A.  
633 South Concord Street, Suite 400  
South St. Paul, MN 55075  
pmikhail@levander.com

#### SECTION 14. Interpretation of Agreement, Venue.

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

SECTION 15. Entire Agreement.

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

CITY OF SAINT PAUL

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Director, Office of Financial Services

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

LeVANDER, GILLEN & MILLER, P.A.

By \_\_\_\_\_  
Peter G. Mikhail  
Shareholder