

June 9, 2019

**Sam Hanson**  
(612) 977-8525  
shanson@briggs.com

Lyndsey Olson  
City Attorney  
City of St. Paul

**Re: Clark, et al. v. City of St. Paul, et al.**

Dear Ms. Olson:

Briggs and Morgan is pleased to have the opportunity to be of service to the City of St. Paul. The purpose of this letter is to clarify and confirm the terms and conditions of our engagement.

#### **SCOPE OF SERVICES**

You have asked Briggs to represent the City in connection with the legal action by Bruce Clark, et al. that challenges Ordinance 18-39 regarding organized trash collection of solid waste.

#### **CONFLICT-OF-INTEREST ISSUES**

You are aware that the firm represents many other companies and individuals, including in connection with various agencies of the City of St. Paul. We do not believe that our representation of you creates any ethical conflicts between any current or future Briggs clients and any agencies of the City. But out of an abundance of caution, you agree to waive any such conflicts of interest.

#### **STAFFING**

I will be the attorney primarily responsible for the representation, with the assistance of others as appropriate from time to time. When questions or comments arise about our services, staffing, billings, or other aspects of our representation, please contact me. Scott Knudson and Scott Flaherty will be assisting me in this matter. Contact information is as follows:

Sam Hanson:	Office: (612) 977-8525 Cell: (612) 790-1244
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Scott Knudson:	Office: (612) 977-8279 Cell: (651) 270-4000
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Scott Flaherty

Office: (612) 977-8745  
Cell: (314) 920-8117

We intend to provide quality legal services in an efficient, economical manner. This may necessitate involving other Briggs attorneys with the requisite expertise, and paralegals, who are not attorneys but are experienced in the preparation of documents and the completion of various tasks.

### **FEES, DISBURSEMENTS, AND OTHER CHARGES**

Our fees will be based primarily on the amount of time spent by attorneys, paralegals, and other support staff on the Proceedings. Each lawyer, paralegal, and support staff has an hourly billing rate based generally on his or her experience and any special expertise. The rate multiplied by the time spent on your behalf, measured in tenths of an hour, will be evaluated by the billing attorney as the initial basis for determining the fee.

We have agreed to a 30% reduction in our standard billing rates for senior shareholders Sam Hanson and Scott Knudson and a 25% reduction in the standard billing rate for Scott Flaherty. Time devoted by associates and paralegals will be reduced by 30%. These rates are adjusted from time to time generally to reflect increased experience and special expertise of the attorneys, paralegals, and support staff and inflationary cost increases, and the adjusted rates will apply to all services performed thereafter. In addition to our fees, we will expect payment for disbursements and other non-fee charges.

Each month, we will submit for your review our statement to you, describing our services rendered and separately showing disbursements and other charges. It is understood that our statements will be submitted to the Commissioner of Minnesota Management and Budget, Myron Frans, for payment.

### **CONFIDENTIAL INFORMATION, ELECTRONIC TRANSMISSION OF INFORMATION**

Briggs will not, of course, disclose privileged or confidential information regarding its representation of you in any matter without consent. To expedite our communication among people at Briggs and you and with other participants in an engagement (including their counsel), Briggs may use electronic communications and mobile devices, and we may attach documents to electronic communications that are otherwise confidential and/or privileged. While Briggs will endeavor to use reasonable and appropriate measures to protect the integrity of electronic communications, you agree that we may use the Internet and mobile devices to communicate with others, transfer documents and information to/from mobile devices via electronic communications or other secure systems in the course of this engagement.

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## **TERMINATION**

You may at any time terminate our representation upon written notice to Briggs. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. Failure of you fulfilling your obligations under this agreement, including your obligation to pay our fees and expenses in a timely manner, may result in our withdrawal. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests, and you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on your behalf through the date of withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission.

## **RETENTION AND DISPOSITION OF DOCUMENTS**

Unless previously terminated, our representation will terminate upon our sending you our final statement for services rendered in this matter. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. The firm may charge you for the reasonable costs of duplicating or retrieving such papers and property. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program.

If this letter correctly reflects your understanding of the terms and conditions of our representation, please confirm your acceptance by signing the enclosed copy in the space provided below and return it to me. Upon your acceptance, these terms and conditions will apply retroactively to the date we first performed services on your behalf.

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We are pleased to have the opportunity to be of service and to work with you.

Sincerely,

Briggs and Morgan, P.A.

Sam Hanson

SH/bm

I read and understand the terms and conditions set forth in this letter and agree to them.

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Lyndsey Olson