



CITY OF WEST ST. PAUL

1616 HUMBOLDT AVENUE, WEST ST. PAUL, MN 55118

OPEN COUNCIL WORK SESSION

MUNICIPAL CENTER LOBBY CONFERENCE ROOM

MONDAY, JULY 8, 2019

5:30 P.M.

1. Roll Call
2. Review and Approve the OCWS Agenda
3. Review the Regular Meeting Consent Agenda
4. Agenda Item(s)
 - A. Closed Session Pursuant to Minnesota Statute 13D.05 Subd. 3(b) for Attorney-Client Privileged Communication to Discuss Marie Oakdale Trail Project for 1910-1940 Oakdale Avenue and 178 Marie Avenue East
 - B. Legal Services Contract
 - Documents:

[COUNCIL REPORT - LEVANDER CONTRACT RENEWAL.PDF](#)
[ATTACHMENT - LEGAL SERVICES AGREEMENT PROPOSAL 2020-2024.PDF](#)
5. Adjourn

If you need an accommodation to participate in the meeting, please contact the ADA Coordinator at 651-552-4100, TDD 651-322-2323 at least 5 business days prior to the meeting
www.wspmn.gov EOE/AA

To: **Mayor and City Council**
From: **Ryan Schroeder, City Manager**
Date: **July 8, 2019**

Approval of Legal Services Contract

BACKGROUND INFORMATION:

The LeVander law firm has represented the City of West St. Paul for the past twenty-four years. The current 3-year legal services agreement expires December 31, 2019. Enclosed is a proposed 5-year agreement for both civil and criminal services. If approved, this agreement would terminate on December 31, 2024 or upon 60 days written notice by the City.

There are a few changes from the existing agreement. While the retainer remains constant at \$2,250/month through the contract term, hourly services for general legal would increase from \$135/hour to \$140. Proposed is a new category of fees for non-insurance represented litigation (condemnation) of \$165/hour with paralegal services at \$100, as opposed to \$95 for civil and \$90 for criminal paralegal work. Criminal prosecution is currently capped at \$220,000 in 2019. That cap would increase by 2% in each year of this succeeding contract. In 2018, criminal prosecution fees were significantly below this cap at \$185,764 (civil was significantly over budget).

The 2018 budget for the legal services cost center was \$330,000. We ended the year at \$335,452. Legal services in 2019 are budgeted at \$357,000. For Q1 2019 we ran 17% above budget but do not anticipate continuation of that pace. The draft 2020 budget is proposed at \$367,000.

We compared fees within the neighboring communities of Inver Grove Heights, South St. Paul, and Cottage Grove. Inver Grove Heights has a lower general legal rate but does not have a retainer within their contract. Within their prosecution contract, which runs to 2024, their rates and fee caps are very similar to that proposed here. Cottage Grove has a contract expiring in 2021 for general legal (criminal is through a small local firm) with rates slightly above that which is proposed here. South St. Paul rates are lower as is the retainer. Mendota Heights is currently undergoing a legal services selection process.

Over the past ten years, the City has contracted with four different legal firms for specialty HR services. Within the most recent contracts (2015-2016), rates were at \$150/hour. The Kennedy & Graven contract from September 2014 included rates for shareholders/associates for 2015 at \$210/\$180 for specialty acquisitions.

STAFF RECOMMENDATION:

By motion, authorize the renewal of the Legal Services Agreement with LeVander, Gillen & Miller as enclosed.

**CITY OF WEST ST. PAUL
LEGAL SERVICES AGREEMENT**

This Legal Services Agreement (“Agreement”) made this _____ day of _____, 2019, by and between the City of West St. Paul (“City”), a Minnesota municipal corporation, and LeVander, Gillen & Miller, P.A. (“LeVander”), a Minnesota professional association.

RECITALS

- A. The City has selected LeVander to serve as the law firm to provide legal representation for Civil, Criminal, Economic Development Authority (“EDA”) matters, non-insurance Litigation and Developer Pass-Through matters.
- B. The City and LeVander desire to memorialize their understanding in this Agreement regarding the scope of work and fee arrangements for the legal representation.

I. DEFINITIONS

- A. “Civil Legal Representation” shall mean Retainer Services and Hourly Services and shall include representation on all legal matters not involving Criminal Prosecution, EDA Representation, Litigation and Developer Pass-Through matters.
- B. “Retainer Services” or “Retainer” means to:
 - 1. Provide routine legal advice, consultation and opinions to the City Council and City Manager.
 - 2. Attend City Council meetings and work sessions.
 - 3. Monitor pending and current State/Federal legislation and case law as appropriate.
 - 4. Prepare legal services budget.
- C. “Hourly Services” means all other matters not included in Retainer Services.
- D. “Criminal Prosecution” means those matters involving the enforcement of laws of the State of Minnesota or the ordinances of the City through the use of the criminal justice system.
- E. “Litigation” means condemnation proceedings, defense of the City or EDA against claims made by 3rd parties when there is no insurance coverage, or initiation of claims made by the City or EDA.
- F. “EDA Representation” means those matters that come before the Economic Development Authority as development projects or other actions that require legal assistance or review, including attendance at EDA meetings.

- G. “Developer Pass-Through” Representation means those matters that involve a developer or other party who specifically requests the City’s or EDA’s legal services on a project and the City’s or EDA’s interest is served in providing those legal services, including but not limited to development agreements, project analysis, and recommendations to the Council or EDA.

II. SERVICES PROVIDED

LeVander shall provide Civil Legal Representation, Criminal Prosecution, Litigation, EDA Representation and Developer Pass-Through Representation on behalf of the City during the term of this Agreement. Korine Land will be the principal responsible attorney for all matters, assisted by Bridget McCauley Nason. Any of the shareholders, associates, legal assistants or staff will also be available.

III. FILES AND RECORDS

LeVander will keep complete files and records for all matters handled for the City. An updated index of such files will be provided to the City upon request. Previous files that are no longer active may be commercially archived, stored electronically, returned to the City or destroyed if permitted by the City’s Data Retention Schedule.

IV. FEES, CHARGES AND BILLING

- A. LeVander will bill the City and EDA monthly in increments of one-tenth (.1) of an hour for the following services at the following rates:

Year	Description of Work	Rate
2020-2024	Retainer	\$2,250/month
	Hourly Services	\$140/hour attorneys
		\$95/hour paralegals
	Criminal (described below)	\$120/hour attorneys
		\$90/hour paralegals
	Litigation	\$165/hour attorneys
		\$100/hour paralegals
	Developer Pass- Through	\$210/hour attorneys
\$130/hour paralegals		

- B. Criminal Prosecution will be billed at the hourly rates up to a capped amount per year during the term of the contract, as described below. The criminal capped amount does not include criminal matters that are appealed to an appellate court, which will be billed at Criminal Hourly Rates outside of the criminal capped amount. The annual criminal capped amounts shall be as follows:

1. \$224,400 for 2020
2. \$228,888 for 2021
3. \$233,465 for 2022
4. \$238,135 for 2023
5. \$242,898 for 2024

C. EDA Representation will be billed the same rates as Civil Legal Representation for Hourly Services, unless specifically designated as a Litigation or Developer Pass-Through Representation.

D. Other Services billed outside of the Retainer, Hourly Services, Litigation, Pass-Through or Criminal Prosecution capped amount:

- | | |
|---|---|
| 1. Photocopying | \$.20/page |
| 2. Westlaw Legal Research | Actual Cost (not to exceed \$500/month) |
| 3. Mileage Reimbursement ¹ | Applicable IRS approved rate |
| 4. Other out-of-pocket costs ² | Actual Cost |

V. TERM

This Agreement shall commence on January 1, 2020 and shall terminate on December 31, 2024. This Agreement may be renewed thereafter upon mutual agreement of the parties. The City may terminate this Agreement upon sixty (60) days written notice to LeVander.

VI. MISCELLANEOUS

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- B. This Agreement shall not be assignable.

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¹ No mileage will be charged to and from City Hall.

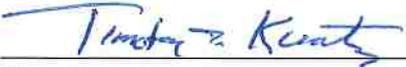
² There are also various categories of advances and charges that LeVander will periodically incur on behalf of the City, e.g. filing fees, expert witness fees, court reporter fees, survey fees, and long distance telephone, which will be billed in addition to the above fees and charges. Advanced approval of such fees will be obtained when possible.

The following authorized representatives of the parties hereby execute this Agreement as of the date stated above:

LEVANDER, GILLEN & MILLER, P.A.

By: 

Korine L. Land
Shareholder/Board Member

By: 

Timothy J. Kuntz
Shareholder/Board Member

CITY OF WEST ST. PAUL

By: _____
David J. Napier
Mayor

By: _____
Ryan Schroeder
City Manager