

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

The parties to this Agreement are the CITY OF DULUTH, hereinafter referred to as "City" and Heacox, Hartman, Koshmrl, Cosgriff, Johnson, Lane & Feenstra, P.A., 550 Hamm Building, 408 St. Peter Street, St. Paul, Minnesota 55102, hereinafter referred to as "Service Provider," for the purpose of rendering legal services to the City.

The parties acknowledge the following:

A. The City desires to utilize Service Provider's professional services to represent the City in its workers' compensation claims; and

B. Service Provider has represented that it is qualified and willing to perform these services under the terms and conditions hereinafter set forth;

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

I. **Services to be Performed.**

On behalf of the City, Service Provider will represent the City on workers' compensation claims and matters at the direction of the Duluth City Attorney.

II. **Fees.**

It is agreed between the parties that Service Provider's hourly rates for the term of this Agreement shall as follows:

Shareholders: \$210.00

Attorneys with five years or more of experience: \$192.00

Attorneys with two to five years of experience: \$182.00

Attorneys with less than two years of experience: \$166.00

Paralegals and law clerks: \$122.00

Notwithstanding the above, it is further agreed that Service Provider's fees and reasonable expenses shall not exceed the sum of Ninety-Eight Thousand Dollars and No/100's (\$98,000.00), payable from City Fund: 605-036-1651-5304.

Service Provider will not incur additional fees and expenses without prior written authorization from the City. All bills for services rendered shall be submitted monthly to the City Attorney. Such billings shall be accompanied by

EXHIBIT A

documentation as shall reasonably be requested by the City Attorney.

III. **General Terms and Conditions.**

1. **Qualifications.**

Service Provider represents that they are qualified and willing to perform the services set forth herein.

2. **Amendments.**

Any alterations, variations, modifications or waivers of terms of this Agreement including contract price shall be binding upon City and Service Provider only upon being reduced to writing and signed by a duly authorized representative of each party.

3. **Assignment.**

Service Provider represents that the services to be provided hereunder will be provided by the Heacox & Hartman law firm and further that they will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City.

4. **Data and Confidentiality.**

- a. City agrees that it will make available all pertinent information, data and records under its control for Service Provider to use in the performance of this Agreement, or to assist Service Provider wherever possible to obtain such records, data and information.
- b. All reports, data, information, documentation and material given to or prepared by Service Provider pursuant to this Agreement will be confidential and will not be released by Service Provider without prior authorization from the City Attorney's Office.
- c. Service Provider shall furnish to City Attorney's Office or designee all notes, reports, records, data and information prepared under this Agreement as City Attorney may require.

5. **Standard of Performance.**

Service Provider agrees that all services to be provided to City pursuant to this Agreement shall be completed to the reasonable satisfaction of the

EXHIBIT A

City Attorney.

6. **Contract Period.**

Notwithstanding the date of execution, this Agreement shall commence on January 1, 2025 and shall terminate on December 31, 2026 or upon the written notification of the City Attorney, whichever occurs first.

7. **Independent Contractor.**

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting Service Provider as an agent, representative or employee of City for any purpose or in any manner whatsoever, except as a legal attorney on the work specified. Service Provider and its employees shall not be considered employees of City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Service Provider's employees while so engaged, and any and all claims whatsoever on behalf of Service Provider's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Service Provider's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability or severance pay and PERA. Further, City shall in no way be responsible to defend, indemnify or save harmless Service Provider from liability or judgments arising out of the intentional or negligent acts or omissions of Service Provider or its employees while performing the work specified by this Agreement.

8. **Liability.**

Service Provider and City agree that they will be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof.

EXHIBIT A

9. **Professional Liability Insurance.**

Service Provider shall procure and maintain continuously in force Professional Liability Insurance in an amount not less than \$1,000,000 combined single limit in any year; and if the "Accord Form" of certificate is used, the words "endeavor to" shall be stricken therefrom. Provided further, that in the event that the Professional Malpractice Liability Insurance is in the form of "Claims Made" insurance, sixty (60) days' notice prior to any cancellation or modification shall be required; and in such event, Service Provider agrees to provide City with either evidence of new insurance coverage conforming to the provisions of this Paragraph which will provide unbroken protection to City or, in the alternative, to purchase, at Service Provider's own cost, extended coverage under the old policy for the period the Statute of Repose runs; the protection to be provided by said "Claims Made" insurance shall remain in place until the running of the Statute of Repose for claims related to services provided under this Agreement.

10. **Requirements for All Insurance.**

All insurance required under this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota.

11. **Certifications.**

Certificates showing that Service Provider is carrying the above-described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be filed with City during the term of this Agreement.

12. **Laws, Rules and Regulations.**

Service Provider agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of

EXHIBIT A

Minnesota, and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

13. **Applicable Law.**

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.

14. **Waiver.**

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

15. **Final Agreement.**

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations either oral or written not herein.

[Remainder of page intentionally left blank and signature page to follow.]

EXHIBIT A

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date shown below.

DULUTH CITY ATTORNEY'S OFFICE

HEACOX, HARTMAN, KOSHMRL,
COSGRIFF, JOHNSON, LANE &
FEENSTRA, P.A.

By _____
Mayor

By _____

Date _____

Date _____

Attest _____
City Clerk

Date _____

Countersigned:

City Auditor

Approved as to form:

City Attorney