

## AGREEMENT FOR PROFESSIONAL SERVICES

The parties to this Agreement, entered into this \_\_\_\_\_ day of December 2015 are the City of Duluth, Minnesota, hereinafter referred to as "City ", and the law firm of Lockridge Grindal Nauen P.L.L.P., 100 S. Washington Ave. # 2200, Minneapolis, MN 55401, 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 proceedings regarding class action antitrust litigation involving the sale and purchase of liquid aluminum sulfate; 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 legally represent the City in class action antitrust litigation involving the sale and purchase of liquid aluminum sulfate.

II. Fees.

It is agreed between the parties that if there is a recovery of any kind in this matter for the City and other members of the class pursuant to a class action, attorneys' fees of Service Provider and any co-counsel will be paid from any funds recovered on behalf of the class, in such amount as decided by the Court. Service Provider's out-of-pocket costs will be separately awarded by the court and paid from any funds recovered on behalf of the class. If there is a monetary recovery for the City outside of any recovery the City may obtain as a member of the class, City agrees that Service Provider's out-of-pocket costs related to the City's claim will be paid from said recovery and the one-third contingent fee will be calculated from the remaining recovery. If no recovery is made for the City

and the plaintiff class or for the City outside the Plaintiff class, there will be no attorneys' fees. Service Provider agrees to pay all costs and out-of-pocket disbursements and expenses for this litigation.

III. General Terms and Conditions.

1. Qualifications.

Service Provider represents that he is 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. Data and Cooperation.

- 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 City. Nothing in this agreement shall preclude Service Provider from responding on the City's behalf to legitimate discovery requests in the referenced litigation involving liquid aluminum sulfate, or from producing City information in discovery, subject to appropriate confidentiality protections and any confidentiality order entered by a court.
- c. Service Provider shall furnish to City all notes, reports, records, data and information prepared under this Agreement as City may require.
- d. City agrees to cooperate and assist Service Provider in the

prosecution of the litigation, including providing testimony in depositions and appearing at court hearings and trials. City agrees to comply with reasonable requests of Service Provider in a timely manner.

- e. City agrees to consider Service Provider's views and advice regarding settlement.

4. 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 City.

5. Contract Period.

Service Provider shall commence performance of this Agreement upon the execution thereof and service shall terminate upon the conclusion of the legal matter or upon the written notification of the City, whichever occurs first.

6. 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.

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

8. 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.

9. Waiver.

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

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

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

CITY OF DULUTH

LOCKRIDGE GRINDAL NAUEN P.L.L.P.

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Its: \_\_\_\_\_

Attest \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

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