

Legal Services Agreement

THE CITY OF BROOKINGS AND STEVEN J. BRITZMAN, ATTORNEY AT LAW agree that the City of Brookings has appointed Steven J. Britzman to serve as City Attorney for a one (1) year period, commencing January 1, 2023 and ending December 31, 2023, unless extended by mutual agreement of the parties, in writing. The City of Brookings and Steven J. Britzman desire to set forth the terms of their Agreement concerning the provision of legal services by Steven J. Britzman as City Attorney as follows:

1. Performance of Legal Services

Steven J. Britzman will perform all legal services as provided in the "Scope of Services for City Attorney for City of Brookings" (the "Scope of Services"). A copy of the Scope of Services for City Attorney is attached hereto. Steven J. Britzman will perform all legal services which include representing the City in Magistrate Court in the enforcement of City Ordinances.

2. Insurance Coverage

Steven J. Britzman will maintain Attorneys Professional Liability coverage in the amount of One (1) million dollars (\$1,000,000) per claim and One (1) million dollars (\$1,000,000) aggregate during the term of this agreement. Steven J. Britzman will be responsible to pay any deductible amount under the foregoing coverage.

3. Conflicts of Interest

The parties to this Agreement understand that actual or perceived conflicts of interest are defined in great detail in the South Dakota Rules of Professional Responsibility which govern attorneys and which are a part of the statutes of South Dakota. Accordingly, Steven J. Britzman will follow the South Dakota Rules of Professional Responsibility, immediately disclose to the City Council and City Manager any conflict or the appearance of a potential conflict, and resolve the issue to the satisfaction of the City of Brookings and the client.

4. Compensation for Legal Services

Steven J. Britzman agrees to provide all of the legal services provided in the Scope of Services, for a monthly sum from January 1, 2023 through December 31, 2023 up to Nine Thousand Eighteen and 62/100 (\$9,018.62) Dollars for the first Fifty (50) hours of legal services performed each month, payable on the last day of the month.

For all services provided in excess of Fifty (50) hours per month, Steven J. Britzman shall be compensated at a rate of a Two Hundred and no/100 (\$200.00) Dollars per hour, up to a maximum of Seventy (70) hours per month, payable on the last day of the month. If the City Attorney performs more than Seventy (70) hours of service per month, there will be no further compensation paid to the City Attorney for services in excess of Seventy (70) hours, unless the services are specifically contracted because they are outside the Scope of Services. The hourly rate for other legal services, including those set forth in Item 15 of the Scope of Services is \$200.00 during the term of this Agreement.

The legal services provided by Steven J. Britzman will be performed as an independent contractor and Steven J. Britzman shall therefore pay all payroll and business expenses incurred in providing legal services to the City.

5. Expense Reimbursements, Meetings and Conferences

In addition to the compensation for legal services during each year of this Agreement, the City will provide Four Thousand Dollars (\$4,000.00) per year for membership in the International Municipal Attorneys Association (IMLA) (currently \$625.00 per year) and for Conference registration, travel and lodging for the Annual Meeting of the International Municipal Lawyers Association and South Dakota Municipal League which includes approximately nineteen hours of continuing legal education.

The City Attorney will also be reimbursed for out-of-pocket expenses when required to travel outside the City of Brookings to other meetings or to perform legal services, provided such travel is approved by the City Manager in advance of travel.

6. Legal Services not within the Scope of Services

Steven J. Britzman shall first obtain approval of the City to perform any legal services excluded from the Scope of Services, however Steven J. Britzman and the City agree that it is appropriate for the City Attorney to be responsive to residents of the city, the media, other municipal attorneys, the municipal league and other public officials where communication or an appropriate measure of assistance is in the best interest of the City.

7. Appointment and Compensation of Assistant City Attorney

It is further understood and agreed that Eric Rasmussen be appointed as Assistant City Attorney, based upon the recommendation of the City Manager and City Attorney. The term of office of the Assistant City Attorney shall coincide with the City Attorney's term of office and the scope of services shall be as set forth in this Legal Services Agreement. The compensation for the Assistant City Attorney shall be paid in the following manner:

- a) If the City Attorney performs Fifty (50) or fewer hours of service per month, the City Attorney will pay all of the compensation for the Assistant City Attorney.
- b) If the City Attorney performs more than Fifty (50) hours of service per month, then the City will reimburse the City Attorney for all of the fees paid by the City Attorney to the Assistant City Attorney for the month.

Dated this ____ day of December, 2022.

STEVEN J. BRITZMAN, ATTORNEY AT LAW

Steven J. Britzman

Dated this ____ day of December, 2022.

CITY OF BROOKINGS, SOUTH DAKOTA

Paul M. Briseno, City Manager

ATTEST:

Bonnie Foster, City Clerk

SCOPE OF SERVICES FOR CITY ATTORNEY FOR CITY OF BROOKINGS

THE CITY ATTORNEY SHALL PERFORM THE FOLLOWING SERVICES:

1. The City Attorney will attend all City Council meetings as the legal advisor for the Brookings City Council, unless the absence is due to vacation or illness or the subject matter does not require the assistance of counsel. If the City Attorney is unable to attend, then the Assistant City Attorney shall attend.
2. Provide all necessary legal consultation services, including oral and written opinions and research as requested by the Brookings City Council and the City Manager.
3. Provide legal assistance to the City's Boards and Commissions, except the Utility Board and Hospital Board, as requested by the City Manager and City Council.
4. Provide legal representation to the City in litigation initiated against the City and by the City in circumstances where the City is not represented by legal counsel assigned by its insurance company. Legal representation in litigation must be authorized in each instance by the City Council and compensation will be in addition to the monthly compensation as provided in Section 15 of this Scope of Services.
5. Assist in the preparation and review of all contract agreements, resolutions, ordinances and other legal documents considered, adopted or endorsed by the City.
6. To maintain a working knowledge of Municipal Law on both the State and Federal level.
7. Provide legal representation for the City before administrative bodies upon special request by the City Council.
8. As requested, review all claims made against the City.

9. The City Manager will be notified when the City Attorney's billable hours of legal services reach forty (40) for the month to allow the City Manager to manage the total hours for the remainder of the month.
10. Confer with colleagues who specialize in areas of law to establish and verify a basis for legal proceedings; serve as a liaison between outside legal counsel and City Officials on specialized legal issues.
10. Prepare a monthly written report to the City Manager of legal services performed which includes a description of the service and the time required to perform the service.
11. Assist the City Clerk and the private sector firm in Ordinance Codification.
12. The City Attorney will be an advisor to the labor negotiating staff and will review labor contracts as required or requested.
13. Maintain professional awareness of current literature and changes in law and attend continuing legal education to ensure the most efficient, cost-effective, and accurate operation of the City Attorney's Office.
14. Review proposed state legislation affecting the City and prepare or supervise the preparation of state legislation relating to municipal and city government matters as directed by the City Manager or City Council. Consult with City Council, the City Manager and department heads in regard to such legislation and testify before legislative boards as requested.
15. The City Attorney's basic fee does not include the following services:
 - a. Litigation
 - b. Recodification of substantially all of the City Ordinances.

All services with the exception of litigation and recodification of the City Ordinances will be compensated pursuant to the City Attorney's basic fee. Fees for services in a. and b. above will be as negotiated and agreed upon by the parties.

16. The Assistant City Attorney shall perform all services set forth in this Scope of Services as directed by the City Attorney.