

**CONTRACT SUMMARY FORM**  
For City of Minneapolis Use Only

**C-437 19**

Contract Amendment? ☒ No ☐ Yes - Contract # C- .....

Department / Division	City Attorney's Office	Dept. ID in Comet (Required)	1400000
Contractor Name	Briol and Benson	Supplier # in Comet (Required)	0000025386
Contractor Address (Street, City, State, Zip)	80 South Sixth Street Suite 3700, IDS Center Minneapolis, MN 55402		
Contract Amount (Including Reimbursable expenses)	Contingency Basis \$1.00		
Contract Start Date	12/1/2017	Contract End Date	12/31/2020
Type Of Contract	Professional Services - RFP <del>10</del>		
Target Market Program Scope Request sent to Procurement?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
Is this a Sub-Recipient Contract?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
Contract Description	Legal representation to the City regarding potential civil litigation		
<b>General Instructions:</b> <ul style="list-style-type: none"> <li>Have all the required signatures on the contract and provide 3 copies to Procurement with at least one of those copies being an original with wet ink signatures.</li> <li>For Standard Agreements, Exhibit A must be completed and signed by the Contractor and attached to the agreement along with a valid and current insurance certificate with the City of Minneapolis named as the Certificate Holder and Additional Insured.</li> </ul>			
<b>For contracts over \$100,000:</b> <ul style="list-style-type: none"> <li>Copy of the accepted proposal response to the RFP is attached <input type="checkbox"/> YES <input type="checkbox"/> NO</li> <li>Copy of the Council Action Approval along with a copy of the supporting Request for Council Action letter/report <input type="checkbox"/> YES <input type="checkbox"/> NO</li> <li>Documentation that the Contractor's Affirmative Action Plan has been approved by the Minneapolis Department of Civil Rights <input type="checkbox"/> YES <input type="checkbox"/> NO</li> </ul>			
Dept. Contract Manager Name and Phone: Susan Segal, 612-673-3272			
For Procurement Office use only			
RFP/OP #	BUYER	CATEGORY	
Reviewed and approved by <u>MW</u>		Date <u>5/15</u>	Entered by <u>EK</u> Date <u>5/17/18</u>
<p><b>Note:</b> This form is required with all new agreements. One original contract, supporting documents and this form are filed in the Procurement Office.</p> <p>Indicate below where the remaining documents should be sent to or the person to be called when ready for pickup, please provide name, address and phone below.</p>			
Name	Address		Phone

**LEGAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF MINNEAPOLIS  
AND  
BRIOL & BENSON PLLC**

**C-437 19**

**THIS LEGAL SERVICES AGREEMENT ("Agreement")** is entered into by and between the City of Minneapolis (the "City") and Briol & Benson PLLC (the "Firm").

**WHEREAS**, the City has the need to retain outside legal counsel from time to time to provide legal services to the City; and

**WHEREAS**, the City has identified the need to retain outside legal counsel to represent the City regarding potential civil litigation against opioid manufacturers, distributors and others; and

**WHEREAS**, the City has also identified the risk and complexity of this legal representation and will retain outside legal counsel on a contingent fee basis; and

**WHEREAS**, the City and the Firm wish to enter into this Agreement and define each party's rights and obligations.

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**I. TIME OF PERFORMANCE**

This Legal Services Agreement shall be in effect from December 1, 2017 through December 31, 2020.

**II. SCOPE OF SERVICE**

The Firm shall provide consultation and legal representation to the City regarding potential civil litigation against Opioid manufacturers, distributors and others, which may include but is not limited to case preparation and recommending legal strategies, filing complaint(s), discovery, conducting investigations, settlement negotiations and alternative dispute resolution, trial, appeals, attending meetings with City personnel or their designees, coordinating strategies with third-parties identified by the City and performing other related legal services as requested by City (inclusively, the "Services").

### **III. COMPENSATION**

During the term of this Agreement, the Firm will be compensated as follows:

The Firm and the City acknowledge that the Services to be provided entail numerous, complex, factual and legal issues and considerable risk. The prosecution of this matter may require the expenditure of substantial resources, and that the City seeks to maximize its recovery while limiting the expenditure of its own resources. Accordingly, the Services to be provided will be payable by the City on a contingent basis and unless a recovery is made there will be no obligation for the City to pay attorneys' fees or costs to the Firm. Furthermore, the Firm and/or its sub-contractor, Motley Rice, LLC (Motley Rice), will be responsible for paying for all pre-litigation investigation, filing fees, court costs, discovery, pre-trial proceedings, experts, investigators, consultants and witness costs, travel, copying, freight and postage, communication charges, and any other out-of-pocket expenses incurred by the Firm in providing the Services. All such costs and expenses related to both investigation and litigation will be advanced by the Firm and/or by Motley Rice and recovered by the Firm and/or by Motley Rice from any recovery as indicated below.

In the event of a recovery obtained by settlement or by judgment, the City agrees to pay the Firm, and any other law firms associated with or that serve as subcontractors of the Firm for their Services twenty-five (25) percent of City's total recovery. The total recovery shall be defined as the total amount recovered by settlement or judgment including any amount recovered as interest and punitive damages. Costs and fees that are collectable as a matter of law will be deducted from the remaining recovery amount. If settlement or judgment results in injunctive relief, the parties will agree upon a dollar value for this relief. In the absence of an agreement between the parties as to the value of relief, the value of such relief shall be determined by consideration of economic models used in the suit, the cost of remediation imposed on the defendants by the Court or the jury, or by other methods agreed upon by the parties. Should the parties fail to agree on the value of the relief obtained, the value shall be determined by a three member arbitration panel whose decision shall be final and non-appealable. Each party shall choose one member of the panel and the two members shall choose the third who shall be the chairperson. The arbitration shall be conducted under the rules of the American Arbitration Association.

Nothing in this Agreement shall limit, and the Firm will seek on the City's behalf all allowable costs, expenses, and fees incurred by the City in pursuing the investigation and litigation.

### **IV. CONTRACT MANAGER**

All provisions of this Agreement shall be managed by Erik E. Nilsson as the City's Contract Manager and by Scott Benson for the Firm. Each Contract Manager shall ensure that all costs and fees are accurate and that all Services were performed in a satisfactory manner.

**V. NOTICES**

Communication and details concerning this Master Agreement shall be directed to the following representatives:

**FIRM**

Briol & Benson PLLC  
80 South Sixth Street  
Suite 3700, IDS Center  
Minneapolis, MN 55402  
(612) 756-7777

**CITY**

City of Minneapolis  
Office of the City Attorney  
City Hall, Room 210  
350 South Fifth Street  
Minneapolis, MN 55415  
(612) 673-2192

**VI. CONFLICT OF INTEREST**

The Firm affirms that to the best of Firm's knowledge, Firm's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement or with interests adverse to the City regarding the Services including but not limited to a conflict of interest as defined by Rules 1.7 through 1.11 of the Minnesota Rules of Professional Conduct.

Notwithstanding the foregoing, the Firm may represent other clients in other matters, including but not limited to litigation, administrative proceedings, lobbying activities, even if said representation of such clients may be or become directly adverse to the City's interests if and only if said other matters are not substantially related to the Services or the subject matter thereof. The Firm agrees that, prior to said representation of other clients, it must receive a written determination from the Contract Manager (as defined herein) that no conflict exists, or in the alternative, a determination that the conflict is waived before undertaking the other engagement or representation.

Upon termination or expiration of the Agreement, the Firm must receive permission from the City before undertaking representation of a client with interests adverse to the City with regard to the Services or the subject matter thereof. In such event, the Contract Manager will make all final determinations concerning whether a conflict of interest exists, and if so, the City in consultation with the Contract Manager will decide if it will be waived.

The Firm agrees to be bound by the City's decision with regard to resolution of any potential conflict of interest.

**VII. COMPLIANCE REQUIREMENTS & NON-DISCRIMINATION**

During the term of this Agreement, the Firm will not discriminate against any of its employees or applicants for employment because of race, color, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status, status with regard to public assistance, or status as a veteran. Such prohibition against discrimination shall include, but is not limited to, decisions and actions of the Firm

regarding hiring, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, or selection for training.

During the term of this Agreement, the Firm agrees to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the City, setting forth the above-stated non-discrimination clause. In addition, in all solicitations or advertisements for applicants, the Firm will state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status, status with regard to public assistance, or status as a veteran. During the term of this Agreement, the Firm agrees to comply in all other aspects with the requirements of the Americans with Disabilities Act of 1990; the Minnesota Human Rights Act; Minnesota Statutes, Chapter 363A, as amended; Title VII of the Civil Rights Act of 1964; and Minneapolis Code of Ordinances, Chapter 139.

In the event of questions from the Firm concerning these requirements, the City agrees to promptly supply all necessary clarifications. In the event of the Firm's non-compliance with the non-discrimination clauses of this Agreement, the Agreement may be partially or totally terminated or suspended. In addition to other remedies provided by law, the Firm may be declared ineligible by the Minneapolis City Council from any further participation in City contracts.

#### VIII. INSURANCE

The Firm shall secure and maintain the following insurance:

- a. Workers' Compensation insurance that meets the statutory obligations with Coverage B – Employer's Liability limits of at least \$100,000 for each employee.
- b. Commercial General Liability insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products – completed operations, \$2,000,000 personal injury, \$1,000,000 each occurrence, \$100,000 fire damage, and \$10,000 medical expense for any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.
- c. Commercial Automobile Liability insurance covering all owned-, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d. Professional Liability insurance providing coverage for the claims that arise from the errors of the Firm or its consultants, omissions of the Firm or its consultants, failure to render a professional service by the Firm or its consultants resulting in malpractice, or the negligent rendering of the professional service by the Firm to its consultants in the amount of \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The insurance policy must provide the stated protection for two years after completion of the services or work.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Firm. Any policy deductibles or retention shall be the responsibility of the Firm. The City does not represent that the insurance requirements are sufficient to protect the Firm's interests or provide adequate coverage.

The Firm shall provide evidence of coverage by delivering to the City an ACORD form, declaration of insurance at the time it executes this Agreement.

**IX. TRANSFER OF INTEREST**

Neither the City nor the Firm shall not assign or transfer any interest in this Agreement without the prior written approval of the respective Contract Manager for each party.

**X. SUBCONTRACTING OR ASSISTANCE IN SERVICE DELIVERY**

The City approves the Firm's affiliation with, or subcontracting of Services to Motley Rice LLC with respect to representing City in the delivery of Services. For clarification and not limitation, the parties expressly acknowledge and agree that the Firm shall be solely liable for all fees, expenses and other costs due or payable to Motley Rice. As used herein, Motley Rice LLC may be referred to as Motley Rice. Any legal fees earned pursuant to this Agreement will be divided between Briol & Benson and Motley Rice as follows: Briol & Benson will receive 20 percent of the total amount of fees received and Motley Rice will receive 80 percent of those fees.

**XI. INDEPENDENT CONTRACTOR/CONSULTANT**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Firm agrees that it is an independent contractor/consultant with respect to the services to be performed under this Agreement. Because the Firm is an independent contractor, the City shall be exempt from payment of all Re-employment Compensation, FICA, retirement, life, and/or medical insurance, Workers' Compensation insurance or other benefits normally offered to employees of the City. The Firm agrees that none of its employees will accrue any employment rights normally accrued by City employees, including tenure, seniority, or civil service protection.

**XII. INDEMNIFICATION**

The Firm agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, due to any negligent act or omission of the Firm, its agents, employees or subcontractors, in the Firm's performance of the Services described in this Agreement which results in third party claims for death, personal injury, or other damages filed or claimed against the City.



**XIII. TERMINATION**

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination. Such notice shall specify the effective date of the termination. In no event shall the effective date be less than thirty days from the date of the written notice. The parties agree that termination by the Firm also is subject to the Firm's obligations to the City as a client under the Minnesota Rules of Professional Conduct. If this Agreement is terminated, all documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Firm under this Agreement shall become the property of the City. Such materials must be provided to the City in an electronic format compatible with the City Attorney Office standard.

**XIV. ACCOUNTING STANDARDS**

The Firm agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by normally accepted accounting practices to properly account for all elements of the Firm's incursion of costs and any invoices requested by the City for approval and to satisfy audit requirements.

**XV. RECORDS RETENTION**

The Firm shall retain all records pertinent to this Agreement for a period of six years after the term of the Agreement has ended in accordance with Minnesota Statutes, Section 138.17, Section 15.17 and the City's "Records Retention Schedule and Policy."

**XVI. DATA & DATA PRACTICES ACT**

The Firm, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data or the privacy, confidentiality, or security of data which may include the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). For clarification and not limitation, the City hereby notifies the Firm that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. The Firm shall promptly notify the City if the Firm becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

The City shall make its best efforts to provide the Firm (and its subcontractor Motley Rice) with data that has been de-identified or anonymized pursuant to HIPAA and its implementing regulations, as well as all applicable state and county statutes, regulations, and ordinances. The parties understand and acknowledge that since the Services provided by the Firm will proceed through litigation, the City and the Firm (including its subcontractor) may elect or be obligated by the applicable court rules and/or court orders to provide personally identifiable information or data that has not

been de-identified or anonymized. Upon said demand for personally identifiable information or data that is not de-identified or anonymized, the Firm shall: 1) notify the City's Contract Manager (identified herein) of all details regarding the demand; 2) explain to the demanding party that the request has been directed to the City and communicate appropriate City contact information; 3) follow City's lawful direction regarding the response to said demand; and 4) perform any other reasonable tasks necessary to expedite fulfillment of the demand.

If the Firm (or its subcontractor Motley Rice) has access to or possession/control of personally identifiable information or data, the Firm shall safeguard and protect the personally identifiable information or data in accordance with generally accepted industry standards, all laws, and all applicable City policies, rules and direction. To the extent of any inconsistency between accepted industry standards and City ordinances, policies, rules and directions, the Firm shall notify the City of the inconsistency and follow City direction. The Firm shall immediately notify the City of any actual or suspected security breach or unauthorized access to personally identifiable information or data, then comply with all responsive directions provided by the City. The foregoing shall not be construed as eliminating, limiting or otherwise modifying the Firm's indemnification obligations herein.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" by Firm does not necessarily make the data protected as such under any applicable law.

#### **XVII. FIRM RECORDS SUBJECT TO AUDIT**

Pursuant to Minnesota Statutes, Section 16C.05, all Firm books, records, documents and accounting procedures with respect to any matters covered by this Agreement shall be made available to the City and the Office of the State Auditor (OSA), or their designees at any time during normal business hours, as often as the City or the OSA deems necessary, to audit, examine, copy, or make excerpts or transcripts of all relevant data.

#### **XVIII. AFFIRMATIVE ACTION**

The Firm agrees to provide the City's Civil Rights Department with a written affirmative action plan for approval before entering into any contract or subcontract which is in excess of \$100,000 or if the combination of a (the) proposed contract(s) and current contract(s) exceeds \$100,000 in any calendar year.

With respect to this Agreement, the Firm agrees to comply with all affirmative action laws, directives and regulations of the federal, state, and local governing bodies or agencies thereof, specifically including Minneapolis Code of Ordinances, Section 139.50.



**XIX. BILLBOARD ADVERTISING**

Pursuant to Section 544.120 of the Minneapolis Code of Ordinances, the Parties agree that City funds and City-derived funds shall not be used to pay for billboard advertising as part of a City project or city-supported undertaking.

**XX. CODE OF ETHICS**

The Firm agrees to be bound by the City's Code of Ethics, Minneapolis Code of Ordinances, Chapter 15 (the "Code of Ethics"). The Firm's compliance with the Code of Ethics is limited to its role as an "interested person" or a "lobbyist" as those terms are defined in the Ethics Ordinance. The Firm certifies that to the best of its knowledge all City employees and officers participating in this Agreement have also complied with this Ordinance. The Parties agree that any violations of the Code of Ethics constitute grounds for the City to void this Agreement. All questions relative to this section shall be immediately referred to the Contract Manager.

**XXI. LIVING WAGE & RESPONSIBLE PUBLIC SPENDING ORDINANCE**

The Firm shall pay an hourly wage that is at least a "living wage," as defined in Section 38.40(b) of the City's Code of Ordinances to employees of the Firm for hours worked by the Firm's employees on City matters under this Agreement for the duration of the Agreement. The Firm shall not subdivide or assign portions of this Agreement, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor to avoid payment of a "living wage" or avoid compliance with Chapter 38 of the City's Code of Ordinance.

**XXII. OWNERSHIP OF MATERIALS**

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material resulting from this Agreement shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk may use, extend, or enlarge any document produced under this Agreement without the consent, permission of, or further compensation to the Firm.

**XXIII. INTELLECTUAL PROPERTY**

All "Work" as defined below, produced by the Firm under this Agreement is classified as "work for hire" and upon payment by the City to the Firm will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Agreement. "Work" covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Firm and Motely Rice may each retain a copy of the Work for its files in order to engage in future consultations with the City and to satisfy professional records retention standards. Consistent with any confidentiality agreements or protective orders, the Firm and Motley Rice may also use information gained in the course of representation of the City in opioid litigation, in similar litigation on behalf of other clients without the prior

written permission of the City. The Firm and Motley Rice may also disclose the fact of their representation and other public details about this opioid litigation in their respective marketing materials. The Firm and Motley Rice each represent and warrant that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Agreement. This Agreement does not affect the ownership of each party's pre-existing intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement.

#### XXIV. EQUAL BENEFITS ORDINANCE

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Firm and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to this Agreement. A complete text of the ordinance is available at:

[http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_261694.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf). It is the Firm's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

#### XXV. CHOICE OF LAW AND VENUE

This Agreement and performance thereunder will be governed and construed in accordance with the laws of the State of Minnesota. Any claims that arise under this Agreement will be subject to venue in the State of Minnesota, County of Hennepin, regardless of the place of business of the Firm.

#### XXVI. MISCELLANEOUS PROVISIONS

1. **Successors and Assigns** – This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City and of the Firm.
2. **Severability** – If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this

Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been included.

3. **Amendments** – This Agreement may only be modified or changed by written amendment signed by authorized representatives of the City and the Firm.
4. **Waiver** – Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
5. **Entirety of Contract** – This Agreement and the Attachments/Exhibits thereto, constitute the entire and exclusive Agreement of the parties.
6. **Counterparts** – This Agreement shall be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. The City and the Firm shall execute at least three (3) counterpart original counterparts.

*(Signature page follows.)*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

FIRM Briol & Benson PLLC

FED ID#: 82-0873506

BY: 

TITLE: Shareholder/Partner

*As President of*

*Briol & Benson, PLLC*

*5/3/18*

CITY OF MINNEAPOLIS

DEPARTMENT RESPONSIBLE FOR ADMINISTERING  
AND MONITORING THIS AGREEMENT

BY: 

CITY ATTORNEY

APPROVED AS TO FORM:



Assistant City Attorney

BY: 

Finance Officer or Designee

## Exhibit A- Standard Agreement Insurance Form (Grant funded and Non-Grant funded)

The following are the insurance requirements for the Consultant. Please fill in a-e. Consultant shall **check one box under each insurance area and sign at the bottom**. Please note: **No changes or additions can be made to this form** other than indicating self-insurance status (if applicable, also attach a letter that outlines self-insurance coverage).

a) 1. Worker's Compensation insurance that meets the statutory obligations.

☒ Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

☐ MN Statute Chapter 176 does not apply because Consultant has no employees and will not have any during the life of the Contract.

2. Workers Compensation insurance for non-employees providing services under this Contract (i.e., subcontractors). Consultants are assuming full Workers Compensation coverage for uninsured sub-contractors.

☒ Attached is certificate evidencing Workers Compensation insurance coverage in force as of the Contract start date (either umbrella coverage by Consultant or separate coverage by non-employees).

☐ Non-employees such as subcontractors will not provide any services under this Contract.

b) Commercial General Liability insurance. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an "additional insured".

☒ Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

☐ Consultant assumes full responsibility for any and all damages that occur as a result of this Contract.

c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles.

☒ Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

☐ Consultant's personal auto liability insurance coverage addresses the risk. Attached is a letter from insurance agent stating that personal automobile insurance policy covers business usage of all automobile(s) that will be used during the life of this Contract.

☐ Consultant will not drive any automobiles while performing services under this Contract.

d) Professional Liability Insurance providing coverage for the claims that arise from the errors of Consultant or its consultants, omissions of Consultant or its consultants, failure to render a professional service by Consultant or its consultants, or the negligent rendering of the professional service by Consultant or its consultants. The insurance policy must provide the protection stated for Two years after completion of work.

☒ Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

☐ Consultants providing service under this Contract who do not carry professional liability insurance agree to assume full responsibility for any and all damages that occur as a result of Consultant's acts, errors or omissions.

~~e) Network Security and Privacy Liability Insurance providing coverage for the claims that arise from the disclosure of private data and security breaches. The insurance policy must provide the protection stated for Three (3) years after completion of work.~~

☐ Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

☐ Consultants providing service under this Contract who do not carry computer security and privacy liability insurance agree to assume full responsibility for any and all damages that occur as a result of Consultant's acts, errors or omissions.

Consultant Name (printed) MARK J. BRIDGES Pres. J. & F. BRIDGES Benson PLLC

Consultant Authorized Signature [Signature]

Date 5/3/18



## City of Minneapolis

### Amendment #1 to Contract Number C-43719

THIS Amendment is made and entered into by and between the City of Minneapolis (herein called the "City") and **BRIOL & BENSON PLLC**, (herein called the "Contractor").

WHEREAS, the City and Contractor have entered into that certain Contract identified above (the "Contract"); and

WHEREAS, the Contractor and the City have agreed that a change to the here-mentioned Contract is necessary;

NOW, THEREFORE, the parties hereto agree to amend said Contract as follows:

**Revise** Section I ("Time of Performance") of the Legal Services Agreement as follows: "This Legal Services Agreement shall be in effect from **December 1, 2017** through **December 31, 2024**."

**The contractor shall provide a Certificate of Insurance to cover the extension period.**

All other terms and conditions of said Contract are unaltered hereby, shall remain in full force and effect, and are hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.



The parties being in agreement, have caused this document to be executed as follows:

**FOR THE CONSULTANT, CONTRACTOR, OR OTHER NON-CITY SIGNATORY<sup>1</sup>:**

DocuSigned by:  
Signature: Mark Briol  
545D05EAC51B484...

Name: Mark Briol

Title: President

Date: 6/8/2022

*By signing this document, I represent that I have the authority to enter into and bind the above-named entity to this Contract.*

**FOR THE CITY:**

Approved as to Form by:  
Signature: Brad Cousins  
18B29C56971E4F8...

Date: 6/8/2022

**Assistant City Attorney**

DocuSigned by:  
Signature: Peter Ginder  
3AC1FA09E8784EC...

Date: 6/8/2022

**Department Head (or Designee) Authorized to Sign this Contract and/or Responsible for Administering and Monitoring Contract**

DocuSigned by:  
Signature: Pam Fernandez  
02E06E87C1584F0...

Date: 6/8/2022

**Finance Officer or Designee/Purchasing Agent**

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<sup>1</sup> The Non-City Signatory is the other party to this Contract, and may be identified elsewhere in the Contract as, depending on the City program or process involved, the Consultant, Contractor, Grantee, Lender, Licensee, Responsible Party, or as otherwise indicated.



Council Action No. 2018A-1003

City of Minneapolis

File No. 2018-01475

Committee: WM

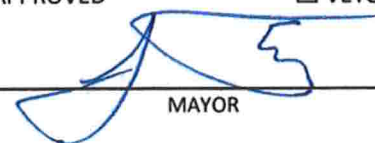
Public Hearing: None

Passage: Dec 7, 2018

Publication: DEC 15 2018

RECORD OF COUNCIL VOTE				
COUNCIL MEMBER	AYE	NAY	ABSTAIN	ABSENT
Bender	X			
Jenkins	X			
Johnson	X			
Gordon	X			
Reich	X			
Fletcher	X			
Cunningham	X			
Ellison	X			
Warsame	X			
Goodman	X			
Cano	X			
Schroeder	X			
Palmisano	X			

## MAYOR ACTION

☒ APPROVED☐ VETOED


MAYOR

DEC 10 2018

DATE

Certified an official action of the City Council

ATTEST:



CITY CLERK

Presented to Mayor: DEC 07 2018

Received from Mayor: DEC 10 2018

The Minneapolis City Council hereby:

1. Adopts the City Attorney's recommendation for placing law firms on the City's Legal Services Panel, and authorizes agreements with the selected firms for the period Jan 1, 2019, - Dec 31, 2021, with the cost for each agreement not to exceed \$300,000 for the three-year period.
2. Authorizes the City Attorney's Office to retain the flexibility to enter into such additional agreements to obtain particular expertise, or as otherwise needed to best address the City's legal services needs, with the cost not-to-exceed \$300,000 within the three-year period.
3. Approves the waiver of the City's procurement process when establishing a conflicts panel for the defense of police officers in civil actions due to the collective bargaining agreement providing the legal basis for the payment of fees in conflicts cases, with the result that normal City procurement policies are not applicable.



Council Action No. 2021A-1008

City of Minneapolis

File No. 2021-01336

Committee: POGO

Public Hearing: None

Passage: Dec 10, 2021

Publication:

DEC 14 2021

RECORD OF COUNCIL VOTE				
COUNCIL MEMBER	AYE	NAY	ABSTAIN	ABSENT
Bender	X			
Jenkins	X			
Johnson	X			
Gordon	X			
Cano	X			
Cunningham	X			
Ellison	X			
Fletcher	X			
Goodman	X			
Osman	X			
Palmisano	X			
Reich	X			
Schroeder	X			

## MAYOR ACTION

☒ APPROVED☐ VETOED

MAYOR

DEC 13 2021

DATE

Certified an official action of the City Council

ATTEST:

CITY CLERK

Presented to Mayor: DEC 10 2021

Received from Mayor: DEC 13 2021

The Minneapolis City Council hereby:

1. Authorizes agreements with the selected firms on the City's Legal Services Panel, for the period January 1, 2022, through December 31, 2024, with the cost for each agreement not to exceed \$300,000 for the three-year period.
2. Authorizes an extension of agreements with the firms on the City's current Legal Services Panel for 2019 through 2021 for up to three months, through March 31, 2022, if necessary, to continue handling ongoing work or cases while the new Legal Services Panel contracts are finalized.
3. Authorizes the City Attorney's Office to retain the flexibility to enter into such additional agreements to obtain particular legal or witness expertise, or as otherwise needed to best address the City's legal services needs, with the total cost not to exceed \$300,000 within the three-year period, including the authority to waive procurement processes and deviations from

the City's standard terms and conditions pursuant to negotiation and in the best interests of the City.

4. Approves the waiver of the City's procurement process when establishing a conflicts panel for the defense of police officers in civil actions due to the collective bargaining agreement providing the legal basis for the payment of fees in conflicts cases, with the result that normal City procurement policies are not applicable.