



City of Grand Forks
Staff Report
Committee of the Whole – May 27, 2025
City Council – June 2, 2024

APPROVED & ACCEPTED
by City Council

06/02/2025

Maureen Storstad
Maureen Storstad
City Auditor

Agenda Item: Legal Services Agreement for City Project No. 8975 – 2025 Drain #4 Water Resource District Improvement

Submitted by: Engineering Department, Al Grasser, PE (City Engineer)
Christian Danielson, PE (Assistant City Engineer)

Staff Recommended Action: **Approve Legal Services Agreement with Swanson & Warcup, Ltd. for City Project No. 8975 – 2025 Drain #4 Water Resource District Improvement**

Committee Recommended Action: Motion by Berg, second by Fridolfs to refer to City Council with a recommendation to approve. Motion carried unanimously.

Council Action: Motion by Osowski, second by Berg to approve on consent agenda. Motion carried unanimously.

BACKGROUND:

As part of the original flood protection project, the City entered into an agreement with the Grand Forks Water Resource District (WRD) to acquire property for Legal Drain 4 for the project and then transfer it back once the project was completed. The transfer of the land back to the WRD has not yet occurred to date. The WRD noticed this while working on an improvement project for Legal Drain 4. The project is proposed to deepen and widen the channel to improve drainage for the adjacent landowners.

Legal Drain 4 is a part of the City of Grand Forks' flood protection system which requires that any modifications be reviewed by the United States Army Corps of Engineer (USACE). As part of the WRD project, the land transfer agreement from the flood protection project will also need to be completed. City staff has been working with the WRD up to this point, but the project is now reaching a point where legal review of some associated agreements and documentation is needed.

Because the City Attorney's office represents both the Water Resource District and the City, they cannot provide or appoint legal counsel to assist staff on this project. Staff has been directed by the City Attorney to acquire external legal services to assist with this project moving forward.

Staff is recommending an “as needed” hourly rate service agreement with Swanson & Warcup, Ltd. This firm was selected due to their involvement in the implementation of the original Corps flood protection project in Grand Forks. Their familiarity with the USACE project and associated agreements and requirements are expected to facilitate any legal review necessary.

ANALYSIS AND FINDINGS OF FACT:

- The Grand Forks Water Resource District is proposing improvements to Legal Drain 4.
- City and USACE reviews are required for the project to move forward.
- The project is expected to involve review of agreements and documentation that was executed during the original flood protection project.
- The proposed legal services agreement will be based on an hourly rate contract.
- The proposed firm is familiar with the project and its history.
- Funding for this Agreement will come from Fund 4154 – Flood Protection Capital Maintenance.

SUPPORT MATERIALS:

- Agreement (3 pages)



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*Howard D. Swanson
John A. Warcup
Yusuf Abas
*Also licensed in Minnesota

Erin J. Kennedy, Office Manager

May 20, 2025

Via Email – AGrasser@grandforksgov.com

Al Grasser
City Engineer, City of Grand Forks

RE: Agreement for Provision of Legal Services

Dear Mr. Grasser:

This letter will confirm the relationship between the City of Grand Forks and this firm regarding the scope and terms of our engagement. Our firm has agreed to represent and advise the City of Grand Forks in accordance with the following Scope of Services:

Scope of Services. The following activities reflect the scope of services to be provided by Swanson & Warcup, Ltd. to the City of Grand Forks:

- Consult with officials, staff and other representatives of the City and other governmental or non-governmental entities, agents or individuals with respect to Legal Drain 4 located within Grand Forks County.
- Attend meetings of the City of Grand Forks, the Grand Forks Water Resource District and such other governmental entities, organizations or departments, including elected and non-elected officials, related to Legal Drain 4.
- Provide legal advice, written legal opinions and consultations on matters relating to Legal Drain 4.
- Assist in identifying, analyzing and drafting necessary policies, procedures, position statements and other documents related to Legal Drain 4.

- Participation and consultation in meetings and conferences by telephone, electronic, video conferences, and in person, as may be reasonably necessary.
- Maintain regular communication and keep the City informed as to the progress and status of all matters undertaken by this firm related to Legal Drain 4.
- Legal research as necessary.
- Preparation, filing and service of appropriate notices, pleadings and documents as required by law.
- Preparation of necessary correspondence, reports, notices and submittals.
- Other activities as requested or directed by the City of Grand Forks.

Fees. The fees charged by Swanson & Warcup, Ltd. for attorney services as described herein will be at the rate of \$300.00 per hour for partners and \$225.00 per hour for associates. Services provided by Legal Assistants will be billed at the rate of \$150.00 per hour. Services provided by a Law Clerk will be billed at the rate of \$75.00 per hour. All time will be billed by one-tenth of an hour increments.

Expenses. This firm shall be reimbursed for all reasonable out-of-pocket expenses actually and necessarily incurred in the course of providing legal services under this agreement, including but not limited to, telephone charges, delivery services, document reproduction expenses, filing/recording fees, computerized research charges, mileage, travel, lodging and meals, other miscellaneous expenses and out-of-pocket expenses that may be specifically incurred. The term "reasonable out-of-pocket expenses" shall not include any overhead or administrative charge for normal cost of office staff or equipment except as expressly set forth herein.

Attorneys Assigned. Swanson & Warcup, Ltd. reserves the right to assign attorneys to undertake specific activities or perform certain functions. The primary attorney providing services will be Howard D. Swanson and John A. Warcup. Other attorneys of the firm may provide professional services as appropriate. Where appropriate and when savings can be achieved, services may be provided by Legal Assistants or Law Clerks.

Statements/Payments. Swanson & Warcup, Ltd. shall submit itemized statements of all amounts due for legal services or reimbursements on a monthly basis. All work performed by Swanson & Warcup, Ltd. shall be billed in increments of tenths of an hour. All statements shall be due and payable within 30 days of receipt. Any past due amounts will bear interest at the rate of 18% per year.

Performance of Work. Swanson & Warcup, Ltd. shall perform all work required and/or requested in a professional manner and shall exercise the standards of care required for the provision of such legal services.

Attorney in Good Standing. All attorneys with Swanson & Warcup, Ltd. are licensed attorneys in the State of North Dakota, and none are the subject of any proceedings to revoke or suspend their license.

No member of the firm is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or state agency; have not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal or state agency or court; and have not been indicted, convicted, or had a civil judgment rendered against him or her by a court of competent jurisdiction on any matter involving fraud or official misconduct.

Disclosures. Swanson & Warcup, Ltd. is not aware of any potential, received or actual conflicts of interest related to the City's interest in Legal Drain 4.

Termination. Termination of this agreement may be terminated by either party upon thirty (30) days' written notice.

Date: _____

CITY OF GRAND FORKS

BY:

ITS:

Date: _____

SWANSON & WARCUP, LTD.

Howard D. Swanson