

**CITY OF RAMSEY,  
ANOKA COUNTY, MINNESOTA  
AGREEMENT FOR  
GENERAL LEGAL SERVICES**

Whereas the City of Ramsey ("City"), a public body corporate and politic operating as a home rule charter city under the laws of the State of Minnesota and located within the County of Anoka, desires to have certain attorney services provided; and

Whereas the City solicited proposals for attorney services for civil legal services and criminal Prosecution legal services (collectively the "Legal Services"); and

Whereas the council of the City has selected the law firm of Randall and Goodrich, P.L.C. ("Attorney") to serve as city attorney to provide the Legal Services and authorized a contract between the City and the Attorney; and

Whereas the contract between the City and the Attorney is hereinafter referred to as this Agreement.

Now, therefore, it is hereby agreed that this document by and between the City and the Attorney, shall be a binding obligation on behalf of all parties named.

**I. Term.**

This Agreement shall be effective July 1, 2009. It shall be valid through June 30, 2011, inclusive. It shall, however, be severable as provided in Section X.

**II. Scope of Civil Legal Services.**

The following civil legal services shall be provided to the City by the Attorney as a matter of right under the terms of this Agreement:

- Attendance at all regular and special City Council meetings and work session meetings as directed by the City Administrator
- Attendance at Commission meetings, including Charter as directed by the City Administrator
- Review and drafting of ordinances
- Regular office hours at the Municipal Center from 9:00 am to 12:00 pm on the first and third Mondays of each month.
- Contract, purchase agreement and easement review
- Advising Staff on legal matters by telephone or in person, at our offices or at the Municipal Center
- Legal research and opinions as directed by City Council, City Administrator and/or Department Heads
- Advice on day-to-day personnel matters
- HRA and EDA representation as directed by the City Administrator

- Data practices/open meeting law advice
- Updates on relevant new legislation and case law affecting municipal government  
(the “Civil Retainer Services”)

**III. Fees.**

**a. Civil Retainer Services**

The City shall compensate the Attorney at the rate of \$4,000.00 per month for the Civil Retainer Services.

**b. Hourly Services**

In addition to this monthly retainer, the City shall compensate the Attorney at the rate of \$110.00 per hour for civil legal services not included within the Civil Retainer Services. The legal services for which this \$110.00 per hour fee shall apply include the following:

- Personnel matters requiring in excess of three hours of consultation, research or hearing
- Other legal research and opinions in excess of eight hours on a specific matter
- City, EDA and/or HRA real estate sales and/or acquisitions
- Easement drafting, acquisition process
- Administrative hearings and litigation, including eminent domain

(the “Hourly Civil Services”)

The Attorney shall submit a bill to the City on a monthly basis. This bill shall detail all time spent working on behalf of the City with the Hourly Civil Services being separated from the Civil Retainer Services. All charges made in addition to the established monthly charge shall be clearly documented. The precise format of the billing statement shall be agreed to by the City and the Attorney.

**c. Criminal Legal Services**

The City shall compensate the Attorney at the rate of \$5,666.00 per month for all criminal legal services. Criminal appeals to any Minnesota or Federal appeals court are not included in the \$5,666.00 monthly retainer and the City will compensate Attorney at the rate of \$103.00 per hour.

**d. Reimbursable Costs**

In addition to the Retainer and Hourly charges described above, the City shall reimburse the Attorney for its following costs:

Photocopies..... \$15¢ per copy

Westlaw or Lexis Fees..... per hour rate  
(charged to us by these data base providers)

Other charges as necessary:

Filing Fees  
Document Recording Fees  
Brief Printing Costs  
Deposition Fees  
Process Service Fees  
Other costs incurred for our services charged at the actual rate Attorney is charged by these providers.  
Before incurring any substantial fees for the above, Attorney shall consult with the City Administrator for authorization).

#### **IV. Responsible Attorney and Staff.**

- a. William K. Goodrich shall be the primary attorney for the City. Mr. Goodrich shall be responsible for the performance of this agreement, although he may be assisted by other attorneys or support staff in the firm. Mr. Goodrich shall supervise all work performed on behalf of the City.
- b. Any licensed attorney employed by Attorney as an associate or hired by Attorney as an independent contractor will be assigned as the City's chief criminal prosecutor. The said chief criminal prosecutor shall be under the direct supervision of Mr. Goodrich if an associate of Attorney and if an independent contractor will perform the prosecution duties pursuant to the terms of an independent contractor agreement with Attorney.

#### **V. Conflict of Interest.**

The Attorney shall not accept any client or project which would knowingly place it in a conflict of interest with the services to be provided to the City under this agreement. If a conflict of interest should develop, the Attorney shall be responsible for taking the necessary steps to comport its representation of the City with the Lawyers Code of Professional Responsibility. The Attorney shall be responsible for any additional costs incurred by the City in obtaining additional legal representation if such representation becomes necessary due to a conflict of interest:

#### **VI. Assignment of Services and Agreement.**

The Attorney shall not assign any interest or obligation of this Agreement without the prior written consent of the City; provided, however, that it is agreed that if William K. Goodrich shall cease to be associated with the law firm of Randall and Goodrich, P.L.C., the City may assign this agreement directly to William K. Goodrich.

#### **VII. Affirmative Action.**

Because the City requires and follows a policy of Affirmative Action and will not tolerate discriminatory acts, the Attorney shall not discriminate against any person on the basis of age, sex, religious beliefs, political affiliations, or other protected classifications under federal, state, or local laws or regulations.

#### **VIII. Work Product.**

All ordinances, resolutions, correspondences, and other documents or materials drafted for the City by the Attorney shall, upon their completion, become the property of the City.

**IX. Insurance and Indemnification.**

Attorney agrees to maintain a valid policy of Professional Liability Insurance for the duration of this agreement. The value of the policy shall not be less than the cap for municipal tort liability as established by Minnesota Statutes.

Attorney further agrees to defend, indemnify, and hold harmless the City, its agents and, employees, against all causes of actions against the City or any of its agents or employees that arise from or as a result of the Attorney's actions or advice under the terms of this agreement.

**X. Severability.**

The City or Attorney may sever the terms' of this agreement upon sixty days written notice. Failure by the City or the Attorney to comply with any of the terms of this agreement shall be grounds for terminating this agreement, as shall be the City's dissatisfaction with the Attorney's performance under the agreement. Upon termination of this agreement, the City shall only be responsible for the monthly fee and any additional billings accrued as of the date of termination.

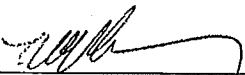
Further, the City expressly reserves its right to hire independent counsel on matters it determines requires an attorney with more experience or expertise in a particular field. In such a situation, the City shall remain responsible to the Attorney for the monthly fee provided under this agreement along with any billings not related to the matter for which special counsel was retained. The City shall only be responsible to the Attorney for extra expenses in relation to the matter for which special counsel is retained if the City names the Attorney as co-counsel in the matter or otherwise requests the Attorney's participation.

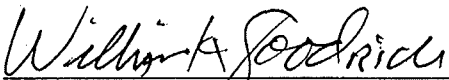
**XI. Acceptance.**

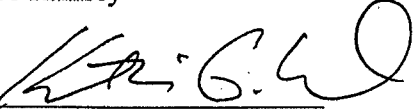
The terms of this agreement are hereby accepted and made binding upon and between the City of Ramsey and the law firm of Randall and Goodrich, P.L.C.

On behalf of the City of Ramsey:

On behalf of Randall and Goodrich, P.L.C.

By:   
Bob Ramsey

By:   
William K. Goodrich, a partner

Its: Mayor  
Attest By:   
Kurtis Ulrich

Its: City Administrator

Date: 7/1, 2009

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