

CONTRACT FOR CIVIL LEGAL SERVICES

This agreement is entered into by and between the **City of Ramsey**, 7550 Sunwood Drive N.W., Ramsey, MN 55303 (hereinafter "City") and the law firm of **Ratwik, Roszak, & Maloney, P.A.**, 730 Second Avenue South, Suite 300, Minneapolis, MN 55402 (hereinafter "Law Firm"), for the purpose of utilizing the Law Firm to provide civil legal services to the City.

RECITALS

WHEREAS, the City desires professional civil legal services and solicited proposals for civil legal services in March 2013;

WHEREAS, the Law Firm submitted a proposal to the City for civil legal services on April 5, 2013 and has the skill and expertise necessary to perform the duties as set forth in this Agreement; and

WHEREAS, the City has selected the Law Firm to provide civil legal services.

NOW THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and other good and sufficient consideration the parties agree to the following:

TERMS

1. Scope and Nature of Legal Services: The parties agree to the following description of the nature of the legal services to be provided by the Law Firm to the City:

1.1 Retainer Matters: The Law Firm shall provide the following civil legal services to the City in exchange for the retainer fee set forth in Paragraph 5.1:

- A. Attendance at all regular and special City Council meetings and work sessions, as directed by the City Administrator.
- B. Attendance at board, commission and committee meetings as directed by the City Administrator.
- C. Attendance at all regular HRA meetings.
- D. Regular office hours of 9:00 a.m. to noon on the first and third Mondays, which includes attendance at staff meetings.

- E. Review and drafting of ordinances, resolutions, agreements, deeds and other documents requested by the City.
- F. Advising staff on legal matters by telephone or in person, at our offices or at the Municipal Center.
- G. Legal research and opinions as directed by City Council, City Administrator and/or Department heads.
- H. Advice on day-to-day personnel matters.
- I. HRA and EDA representation as directed by City Administrator.
- J. Data practices/open meeting law advice.
- K. Updates on relevant new legislation and case law affecting municipal government.

1.2 Non-Retainer Matters: The parties contemplate that the Law Firm will also provide civil legal services outside the scope of services covered by the retainer as described in paragraph 1.1 above. These non-retainer services shall be handled as follows:

1.2.1 Contested Case Matters: The Law Firm will provide, and the City shall utilize the Law Firm for representation in contested cases. For purposes of this Agreement, a contested case matter means an adversarial proceeding in any arena including, but not limited to, district court or appellate court litigation, arbitration, eminent domain proceedings, civil forfeiture proceedings, abatement proceedings, special assessment proceedings, human rights administrative proceedings, veterans preference proceedings, unemployment hearings, and the like. These legal services will be billed to the City at \$145.00 per hour during the term of this Agreement.

1.2.2 Investigations/Negotiations: The Law Firm will perform investigations as requested by the City, and will provide labor negotiation assistance as requested by the City. These legal services will be billed to the City by the Law Firm at \$145.00 per hour during the term of this Agreement.

1.2.3 Property Matters: The Law Firm will perform legal services related to property matters, including City, EDA, and/or HRA real estate sales and/or acquisitions, and easement drafting and acquisition. These legal services will be billed to the City by the Law Firm at \$145.00 per hour during the term of this Agreement.

1.2.4 Development Matters: The Law Firm will perform legal services in the Land Use Economic Development area where the project proposer is required to reimburse the City for legal services. These legal services will be billed to the City by the Law Firm at \$185.00 per hour during the term of this Agreement.

2. Reimbursable Costs and Expenses.

2.1 General Rule: For all costs associated with retainer and non-retainer work, the City will reimburse the Law Firm for actual, necessary, and reasonable costs and expenses incurred by the Law Firm in the performance of the legal services contained in this Agreement.

2.2 Specific Rates:

<u>Description of Costs</u>	<u>Rate</u>
Mileage	I.R.S. Rates
Parking	Actual Cost
Photocopying	\$.20 per page
Facsimile	\$1.00 per page
Long Distance Telephone	Actual Cost
Postage	Actual Cost
Messenger	Actual Cost
Court Costs	Actual Cost
Arbitration Costs	Actual Cost
Other Contested Case Costs	Actual Cost

2.3 Billing Procedures: Notwithstanding the provisions of paragraph 5 regarding billing and payment procedures, the parties understand and agree that certain expenses may not be known to the Law Firm until after the monthly bill for legal services has been prepared and mailed to the City for payment. For example, an arbitrator's award and bill may not arrive until months after all legal services have been provided, billed, and paid. Similarly, long distance telephone

charges may not arrive until after the time for the legal services has been billed and paid.

3. **Matters Covered by Insurance:** Whenever a claim is made with an insurance carrier that arises out of a legal issue within the scope of this Contract for Legal Services, the City will recommend that the Law Firm be utilized by the insurance carrier in the matter for which the claim is made. The City may recommend the Law Firm to an insurance carrier for claims arising out of matters which are outside of the scope of this Contract for Legal Services. At the point in time when an insurance carrier admits coverage, and to the extent that they will provide retroactive payments for attorneys' fees, the Law Firm will receive its payments for services rendered from the insurance carrier and not the City. To the extent that an insurance carrier does not pay for legal services rendered by the Law Firm, including any deductibles, the City will pay the Law Firm for services rendered at the rates charged to the insurance company, subject to the billing and payment provisions of paragraph 5.

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4. **Conflict of Interest and Attorney/Client Privilege Issues:**

4.1 **Conflict of Interest:** The Law Firm will notify the City if the Law Firm represents or has ever represented an opposing party in a legal matter, whether within or outside of any of the retainers. The Law Firm declares that it represents many school districts, cities, counties, and other public entities throughout the State of Minnesota, and in the area of the City of Ramsey.

4.2 **Attorney/Client Privilege:** The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. Cordless and cellular telephones may be used by the Law Firm to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.

5. **Billing Format, Cycle, Payment Expectations and Interests.**

5.1 **Retainers:** The retainers for the retainer services described in Paragraph 1.1 shall be as follows:

Year One	\$48,000
Year Two	\$48,000

- 5.2 **Billing Format:** The Law Firm will submit monthly statements for both retainer and non-retainer matters, itemizing legal services rendered for the prior month broken down into categories. These categories shall include: retainer, non-retainer contested case, and non-retainer developer reimbursable.
- 5.3 **Billing Cycle:** The Law Firm will bill monthly for legal services rendered in the prior month. Generally, bills will go out approximately fifteen (15) days after the end of the prior month.
- 5.4 **Payment Expectations:** The City will pay the bill of the Law Firm within thirty (30) days or less of its receipt of the bill by forwarding a check to the Law Firm paying for both legal services and expenses shown on the Law Firm's bill.
- 5.5 **Disputes:** In the event that the City disputes any aspect of the Law Firm's bill, the appropriate City representative will contact Joseph J. Langel at the Law Firm stating the nature of the dispute. The parties pledge their mutual good faith in resolving any disputes.
- 5.6 **Interest:** Because the City will be paying the Law Firm's bills within thirty (30) days from their receipt, no interest will be charged. If the City determines that it will be necessary to deviate from that payment schedule, then it will notify the Law Firm. An interest rate of 8% per annum will be charged to the City if it elects a payment schedule greater than thirty (30) days, subject to change as may be mutually agreed between the parties.
- 5.7 **Term:** The term of this Agreement will be from July 1, 2013 to June 30, 2015, subject to the following provisions:
1. During the term of the Agreement, either party may terminate the Agreement upon thirty (30) calendar days written notice to the other party.
- 5.8 **City Approval:** The City Council has approved the Law Firm's performance of legal services for the City during the term of this agreement. The signing of this agreement will be ministerial and the Law Firm is authorized to commence performing services immediately.

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New 5.8
New 5.9



THE CITY OF RAMSEY

RATWIK, ROSZAK & MALONEY, P.A.

By: _____
Its Mayor

By: _____
Joseph J. Langel, President

By: _____
Its City Administrator

RRM:175910