

**CITY OF RAMSEY,
ANOKA COUNTY, MINNESOTA
AGREEMENT FOR
PROSECUTION 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 prosecution legal services provided; and

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

Whereas the council of the City has selected the law firm of Randall, Goodrich and Haag, P.L.C. ("Attorney") to serve as city attorney to provide the Criminal Prosecution Legal Services and related services and has 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.

- a. This Agreement shall be effective July 1, 2013 through June 30, 2016, inclusive. It shall be renewable, at the City's option, for an additional term or term(s).
- b. The City or Attorney may terminate this Agreement upon thirty (30) days written notice without cause. 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.

II. Scope of Criminal Prosecution Legal Services.

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

- Prosecution of all non-felony criminal and traffic matters, including:
 - Petty misdemeanor offenses
 - Misdemeanor offenses
 - Gross misdemeanor offenses
- Appearance at all criminal or traffic hearings, including:
 - Arraignments
 - Bail hearings
 - Pre-trial hearings
 - Court trials
 - Probation violation hearings (as needed)
 - Contested Omnibus hearings
 - Jury trials
 - Sentencing hearings
 - Motion hearings
- Draft complaints
- Review of proposed charges

- Advising and consultation to officers and enforcement personnel
- Drafting and filing of related motions, memos, orders and other documents necessary for prosecution of criminal matters
- Complying with discovery requests from attorneys and defendants, as well as corresponding with attorneys and defendants

III. Fees.

a. Retainer for Criminal Prosecution Legal Services

The City shall compensate the Attorney at the rate of \$5,666.00 per month for the Criminal Prosecution Legal 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 legal services closely related to criminal prosecution services. The legal services for which this \$110.00 per hour fee shall apply include the following:

- Criminal Appeals
- Misdemeanor ordinance violation and enforcement such as condition of premises abatement matters.
- Appearance and argument at administrative hearings regarding ordinance enforcement
- Vehicle and property forfeiture resulting under Minnesota Law from criminal charges prosecuted by Attorney, including appearance at Conciliation or District Court hearings, drafting of Forfeiture Certificates, and case resolution

c. Billing

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 any Hourly Services being separated from the Retainer for Criminal Prosecution Legal 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.

d. Reimbursable Costs

In addition to the Retainer and Hourly charges described above, the City shall reimburse the Attorney for its costs as necessary for the following services: filing fees, brief printing costs, deposition fees or fees related to expert witnesses, process service fees and Westlaw or Lexis Nexis fees. There will be no charge for photocopies or mileage. Prior to incurring any substantial fees, the Attorney shall consult with the City Administrator and/or Police Chief for authorization.

IV. Responsible Attorney and Staff.

- a. Joseph D. Van Thomme shall be the primary attorney responsible for carrying out the prosecution legal services and any related hourly services. Mr. Van Thomme, along with William K. Goodrich, shall be responsible for the performance of this Agreement, although they may be assisted by other attorneys or support staff in the firm. Mr. Goodrich shall supervise all work performed on behalf of the City.

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 by the Attorney.

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, Goodrich and Haag, P.L.C., the City may assign this Agreement directly to Joseph D. Van Thomme or 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. Independent Counsel.

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, Goodrich and Haag, P.L.C.

On behalf of the City of Ramsey:

On behalf of Randall Goodrich & Haag, P.L.C.

By: _____
Sarah Strommen, Its Mayor

By: _____
William K. Goodrich, Chief Manager

ATTEST:

By: _____
Kurtis G. Ulrich, City Administrator

Dated: _____, 2013

Dated: _____, 2013