

## CONTRACT FOR CIVIL LEGAL SERVICES

This CONTRACT FOR CIVIL LEGAL SERVICES (the “Agreement”) is entered into by and between the City of Ramsey, a Minnesota municipal corporation, with its principal office located at 7550 Sunwood Drive NW, Ramsey, Minnesota, 55303 (the “City”) and the law firm of Eckberg, Lammers, P.C., with its principal office located at 1809 Northwestern Avenue, Stillwater, Minnesota, 55082 (the “Law Firm”), for the purpose of utilizing the Law Firm to provide civil legal services to the City.

### RECITALS

A. The City and the Law Firm desire to enter into a contract for civil legal services through December 31, 2027, with hourly rates outlined as follows:

	Year 1 (2025)	Year 2 (2026)	Year 3 (2027)
<b>Hourly Rate – Attorneys</b>			
General Legal Services	\$235.00	\$245.00	\$255.00
<b>Hourly Rate for Paralegals</b>			
General Legal Services	\$165.00	\$175.00	\$175.00
<b>Specialty Services</b> - <i>Development Work</i> - <i>Litigation</i>	Billed at Attorney's rate for private clients		

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

### TERMS

**1.1 Scope and Nature of General Counsel 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:

- a. Scope of Services as set forth in Exhibit A (attached).
- b. Attendance at regular or special City Council meetings as requested. Attendance at City Council workshops and regular and special Commission meetings shall be upon request of the City Administrator.
- c. Review of City Council, City committee, and Planning Commission agenda items and minutes.
- d. Availability for consultation with City Council, City Administrator and department heads at staff meetings to identify issues of short and long-term importance.

- e. Drafting of and revisions to City ordinances, resolutions, and regulations.
- f. Drafting of municipal contracts, joint powers agreements, and the like; review of contractor/vendor bond and insurance documents.
- g. Research and preparation of legal opinions on municipal or other legal matters, including open meeting law/data practices issues and general municipal employment matters.
- h. Provision of regular updates on significant developments in laws affecting the City to the City Administrator, City Council and City staff.
- i. Provision of a yearly legislative update.
- j. Provision of regular in-service presentations as requested to City staff and City officers on topics selected by the Law Firm and the City with special emphasis on new developments in the law (e.g. labor issues/data practices issues/land use issues) and general information for new elected officials (e.g., Good Governance, Roles, Data and Open Meeting Law information).
- k. Provision of economic development services including advice on tax increment financing, tax abatement, business subsidy, and other development matters, including the drafting of and revisions to development agreements, assessment agreements, tax increment financing proceedings, and the like. If such economic development representation is proposed to be fully reimbursed by a private developer, the Law Firm may adjust its billing rate accordingly in consultation with the City Administrator.
- l. Provision of labor and employment law services to the City, including representation for staff disciplinary matters, union negotiations, personnel policies, contested cases, employment contracts, and other similar services.

**1.2 Best Legal Practices Initiatives:** In addition to the above-stated services, throughout the period of its representation, the Law Firm furnishes regular “Best Legal Practices Initiative Services.” The services shall include meetings with City staff and department heads and, where appropriate, the City Administrator and City Council to perform the specified initiatives. It is expected that the specified best practices initiatives may change as required by the growth and change of the City. All practices shall be benchmarked against those of other leading cities, not limited to cities in Minnesota. These services include, but are not limited to:

- A. Department Specific Best Practices: The Law Firm regularly reviews the internal processes and procedures of City Departments to furnish recommendations in order to:
  - 1. Reduce or avoid future liability and litigation.

2. Benchmark department legal processes against other leading cities.

B. Planning/Engineering Legal Best Practices:

1. Perform an annual review of Planning/Engineering documents and related documentation to ensure that the documents are up to date, consistently utilized correctly and sufficiently protective of City financial and planning interests.
2. Make regular recommendations for standardization of City documents, development agreements and contracts and processes using templates and checklists where advisable to improve efficiency and predictability.
3. Devise solutions for avoidance of liability and litigation, and assurance of proper development close-out including recordation of all necessary conveyances.
4. Regularly benchmark Planning/Engineering legal processes and documentation against other leading cities.

C. Zoning/Subdivision/Regulatory Ordinance Best Legal Practices:

1. Regularly furnish examples of, and suggestions for, zoning, subdivision and regulatory ordinance improvements and modifications based upon needs identified by the Law Firm and the City and also based upon legislative changes.
2. Regularly benchmark such ordinances against other leading cities.

**1.3 Other Matters:** The parties contemplate that the Law Firm may also provide civil legal services outside the scope of services covered by the general and “best practices” services as described in paragraphs 1.1 and 1.2 above. These services are handled as follows:

**1.3.1 Contested Case Matters and Litigation:** The Law Firm will provide, and the City shall utilize the Law Firm for representation in, contested cases, provided the City has the right to select counsel in the contested case, and provided the City determines, in its reasonable discretion, that the Law Firm has the skill and experience to represent the City in a fashion that the City deems to be in its best interests given the expertise, costs, and litigation service delivery available from other law firms in the Twin Cities Metro area.

**2. Reimbursable Costs and Expenses.**

**2.1 General Rule:** 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	No reimbursement
Parking	Actual Cost
Photocopying	\$0.25 per page
Facsimile	\$1.00 per page
Long Distance Telephone	\$0.00
Postage	Actual Cost
Messenger	Actual Cost
Court Costs/Filing Fees	Actual Cost
Arbitration Costs	Actual Cost
Other Contested Case Costs	Actual Cost
Westlaw or Equivalent	Actual Cost

**3. Matters Covered by Insurance:** The Law Firm will assist the City in submitting claims for insurance coverage to various insurance carriers. Whenever a claim is made with an insurance carrier, which arises out of a legal issue within the scope of this Agreement, 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 the scope of this Agreement. At the point in time when an insurance carrier admits coverage, and to the extent that such carrier will provide retroactive payments for attorneys' fees, the Law Firm will receive its payments for services rendered from the insurance carrier and not from 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 billing and payment provisions of paragraph 5.

**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.

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

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

- 5.1 Billing Format:** The Law Firm will submit monthly statements to the City itemizing legal services rendered for the prior month broken down into easily understandable categories.
- 5.2 Billing Cycle:** The Law Firm will bill monthly for legal services rendered in the prior month. Generally, bills will go out approximately 10 days after the end of the prior month.
- 5.3 Payment Expectations:** The City will pay the bill of the Law Firm routinely according to its internal payment procedures by forwarding a check to the Law Firm paying for both legal services and expenses shown on the Law Firm's bill.
- 5.4 Disputes:** In the event that the City disputes any aspect of the Law Firm's bill, the appropriate City representative will contact Nicholas J. Vivian at the Law Firm stating the nature of the dispute.
- 5.5 Term and Renewal:** The term of this Agreement will be from the date of signing through December 31, 2027. At the end of the term, for each year thereafter, this Agreement shall automatically renew for another year at the previous year's rates, unless different rates have been agreed to in writing between the Firm and the City Administrator. During the term of the Agreement including renewal terms, either party may terminate the Agreement upon 60 calendar days' written notice to the other party.
- 5.6 Authorized Contact Persons:** Amanda Johnson will act as lead attorney for the City. Nick Vivian will act as the assistant attorney. However, the parties contemplate that other attorneys in the Law Firm will also be providing services to the City subject always to advance approval by the City.

**CITY OF RAMSEY**

Dated: \_\_\_\_\_

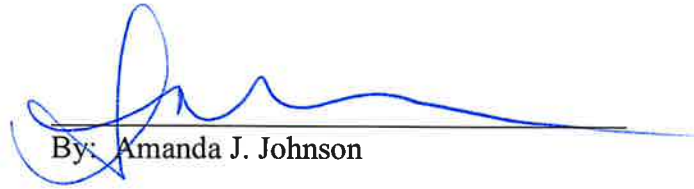
\_\_\_\_\_  
By: Ryan Heineman  
Its: Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Brian Hagen  
Its: City Administrator

**ECKBERG LAMMERS, P.C.**

Dated: 10/6/25

  
\_\_\_\_\_  
By: Amanda J. Johnson

## Exhibit A

### Scope of Services

The Law Firm will provide services and expertise across a broad range of legal areas, including but not limited to:

- **Municipal Law** – General statutes and legal principles governing municipalities
- **Municipal Defense** – Laws and statutes related to defending municipal interests
- **State & Federal Regulations** – Legal requirements impacting municipal governance
- **Municipal Litigation** – Representation in legal disputes involving the City (Specialty Services)
- **Land Use & Development** – Zoning, land development, platting, MSA 429 projects, housing, subdivisions, and related regulations
- **Economic Development** – Laws governing development, redevelopment, enforcement, and real estate transactions (Specialty Services/Development Pass-Through when identified)
- **Ordinances & Resolutions** – Drafting, interpreting, and enforcing city ordinances and resolutions
- **Contract Law** – Review, negotiation, and enforcement of municipal contracts
- **Public Right-of-Way & Utilities** – State regulations governing private utilities within public spaces
- **Environmental Law** – Compliance and legal considerations regarding environmental regulations
- **Eminent Domain** – Laws governing the acquisition of private property for public use (Specialty Services)
- **Employment Law & Labor Relations** – Legal matters involving municipal employment with significant risk exposure, along with reviewing and providing analysis on union contracts.