

AGREEMENT FOR OUTSIDE COUNSEL SERVICES

This Agreement is entered into this _____ day of December, 2012 between the City of Saint Paul, a municipal corporation, 400 City Hall, 15 W. Kellogg Blvd., Saint Paul, MN 55102, on behalf of the Saint Paul City Attorney's Office, (CAO) and McGrann Shea Carnival Straughn & Lamb, Chartered, US Bancorp Center, 800 Nicollet Mall, Suite 2600, Minneapolis, MN 55402-7035 ("McGrann Shea")

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

SECTION 1. Scope of Services.

McGrann Shea Carnival Straughn & Lamb, Chartered, shall be appointed as outside counsel for the City of Saint Paul for the purpose of advising the City on and drafting the necessary documents related to the development of the Lowertown Ballpark, in accordance with the letter dated September 24, 2012, attached hereto and incorporated herein by reference as Attachment A.

Services under this Agreement shall be provided primarily by Kathleen Lamb, supported by such other attorneys, paralegals, and support staff as she deems reasonably necessary to carry out the terms of this Agreement.

All information and communications between the City of Saint Paul staff and CAO and McGrann Shea shall be considered confidential, attorney work product. All information and communications shall be handled in accordance with applicable rules of professional responsibility for attorneys, attorney-client privilege, and work-product.

SECTION 2. Time For Completion.

This Agreement shall become effective on the date first written above, and shall be in effect for one year from that date, unless terminated earlier in accordance with the termination provisions of this Agreement, or unless extended by mutual agreement of the parties. Any work which was commenced at the request of the City prior to the execution date shall be eligible for payment in accordance with the terms herein.

SECTION 3. Billings and Payment.

A. That for McGrann Shea's faithful performance of this Agreement, the City hereby agrees to compensate McGrann Shea in the amount(s) set forth in Attachment A and according to the schedule that follows.

Services will be reimbursed based on amount of time expended, and will be based on the firm's

hourly rates, billed in one-tenth of an hour increments. All fees and expenses shall be paid in accordance with the City Attorney's Office Policy on Fees, attached hereto as Exhibit A and incorporated herein by reference.

B. The above amounts shall fully compensate McGrann Shea for all work and associated costs. The City will honor no claim for services and/or costs provided by the McGrann Shea not specifically provided for in this Agreement.

C. McGrann Shea shall submit an itemized billing statement monthly. Upon receipt of the invoice and verification of the charges by the Project Manager, the City shall make payment to McGrann Shea within thirty-five (35) days.

SECTION 4. Project Management.

In order to coordinate the services of McGrann Shea with the activities of the Saint Paul City Attorney's Office so as to accomplish the purposes of this Agreement, Sara Grewing, Saint Paul City Attorney, or her designee (Contract Administrator), shall manage this Agreement on behalf of the City of Saint Paul and CAO and serve as liaison between the parties. McGrann Shea shall comply with all applicable rules of professional responsibility for attorneys in performing services under this Agreement.

SECTION 5. Work Products, Records, Dissemination of Information.

McGrann Shea agrees to maintain all files and records related to the work under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

SECTION 6. Compliance With Applicable Law.

McGrann Shea agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the McGrann Shea performance of the provisions of this Agreement. It shall be the obligation of the McGrann Shea to apply for, pay for, obtain and keep in effect all permits and/or licenses required.

SECTION 7. Conflict of Interest.

McGrann Shea agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City.

McGrann Shea agrees that, should any conflict or potential conflict of interest become known, it will advise the City of the situation so that a determination can be made about McGrann Shea's ability to continue performing services under the Agreement.

SECTION 8. Indemnification and Hold Harmless.

McGrann Shea shall indemnify and hold harmless the City, its officers, agents, and employees from all liability, claims, actions, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, resulting directly from and to the extent of breach of the professional standard of care, but only to the extent covered and payable by McGrann Shea professional liability insurance.

SECTION 9. Insurance.

McGrann Shea shall be required to carry insurance of the kind and in the amounts shown below for the term of this Agreement. Insurance certificates should state that the City of Saint Paul, its officials, employees, agents and representatives are named as Additional Insureds.

1. General Liability Insurance
 - a) Bodily Injury \$ 1,500,000 each occurrence
\$ 2,000,000 aggregate
 - b) Property Damage \$ 1,500,000 each accident
\$ 2,000,000 aggregate
 - c) Policy must include an "all services, products, or completed operations endorsement.
2. Automobile Insurance
 - a) Bodily Injury \$ 750,000 per person
\$1,000,000 per accident
 - b) Property damage not less than \$50,000 per accident
3. Worker's Compensation and Employer's Liability

Worker's Compensation per Minnesota Statute

Employer's Liability shall have minimum limits of \$500,000 per accident;
\$500,000 per employee; \$500,000 per disease policy limit.
4. Professional Liability Insurance

\$1,500,000 per occurrence
\$3,000,000 aggregate

5. General Insurance Requirements

- a) The policy is to be written on an occurrence basis or as acceptable to the City. Certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis. Agent must state on the certificate if policy includes errors and omissions coverage.
- b) McGrann Shea shall not commence work until a Certificate of Insurance covering all of the insurance required for this project is approved and the project manager has issued a notice to proceed. Insurance must remain in place for the duration of the original contract and any extensions periods.
- c) The City reserves the right to review the insurance policies at any time, to verify that City requirements have been met.
- d) Satisfaction of policy and endorsement requirements for General Liability and Auto Insurance, of each occurrence and aggregate limits, can be met with an umbrella or excess policy with the same minimum monetary limits written on an occurrence basis, providing it is written by the same insurance carrier.

SECTION 10. Independent Contractor.

It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of McGrann Shea to the City is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find McGrann Shea, its employees, agents or officers to be an employee of the City, and McGrann Shea and its employees, agents or officers shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

SECTION 11. Termination.

A. This Agreement will continue in full force and effect until completion of the services to be provided have been completed herein unless either party terminates it at an earlier date.

B. Either party may terminate the agreement with or without cause upon fifteen days written notice.

C. In the event of termination, the City will pay for all services rendered up to the receipt of the notice of termination and thereafter until the date of termination. its employees,

agents or officers will deliver all files and work product to the City prior to submitting the final invoice for payment.

SECTION 12. Amendment or Changes to Agreement.

City or McGrann Shea may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the City.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term this Agreement as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

SECTION 13. Notices.

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To City:

Sara Grewing
City Attorney
400 City Hall
15 W. Kellogg Boulevard
Saint Paul, MN 55102

To McGrann Shea Carnival Straughn & Lamb:

Kathleen Lamb

U.S. Bancorp
800 Nicollet Mall, Ste 2600
Minneapolis, MN 55402-7035

SECTION 14. Interpretation of Agreement, Venue.

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

SECTION 15. Entire Agreement.

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

CITY OF SAINT PAUL:

**MCGRANN SHEA CARNIVAL
STRAUGHN & LAMB, CHARTERED:**

City Attorney

Kathleen M. Lamb, President

Mayor

Director, HREEO

Director, Office of Financial Services

McGRANN SHEA CARNIVAL STRAUGHN & LAMB, CHARTERED

ATTORNEYS AT LAW

WILLIAM R. MCGRANN
DOUGLAS M. CARNIVAL
ROBERT O. STRAUGHN
PETER L. COOPER
KATHLEEN M. LAMB
JOHN R. SCHULZ
COREY J. AYLING
DEBRA E. YERIGAN
SCOTT B. CROSSMAN
TIMOTHY J. NOLAN

CARLA J. PEDERSEN
JOSEPH T. BAGNOLI
ROGER J. STELLJES
JEFFREY C. URBAN
KATHLEEN MICHAELA BRENNAN
JENNIFER A. JAMESON
CARL S. WOSMEK
JASON H. THOMAS
AMY L. COURT

CHRISTINE L. MENNEN
MICHAEL T. HATTING
MARK D. MEANEY
MICHAEL P. ELDRIDGE
CHRISTY E. LAWRIE

OF COUNSEL
ANDREW J. SHEA

September 24, 2012

Jerry Hendrickson
City of Saint Paul
Office of the City Attorney
400 City Hall and Courthouse
15 Kellogg Blvd., West
Saint Paul, MN 55102

Re: Retainer Agreement
Our File Number: 62434-0006

Dear Jerry:

Thank you for your permitting us to present our qualifications to the City of Saint Paul (the "City") with respect to the City's desire to retain outside legal counsel to advise on necessary agreements related to the development of the new Saint Paul Saints Ballpark. The following describes the basis on which McGrann Shea Carnival Straughn & Lamb, Chartered will provide legal services, and bill for such services:

1. Professional Undertaking. I will have the primary responsibility for your representation of the City, but will be supported in this effort by Carla Pedersen, Peter Cooper, Mike Hatting and any other attorneys as needed in the best exercise of our professional judgment. The Firm will undertake to represent the City as requested and directed. The most important point in this letter is that we will do our utmost to serve you and the City effectively. While we cannot guarantee the success of any given effort or issue, we will strive to represent your interests vigorously and efficiently.
2. Term. We propose that the term of this agreement begin, effective September 13, 2012 and continue until the necessary agreements related to the development of the Saint Paul Saints ballpark are completed, or until we hear from you or the City to the contrary.
3. Fees. We have received and reviewed the City's Policy Regarding Fees for Legal Services by Outside Counsel, dated March 5, 1999, and agree to abide by the terms of the Policy.

Jerry Hendrickson
City of Saint Paul
Office of the City Attorney
2012 Retainer Agreement
Page 2
September 24, 2012

As discussed, the Firm generally bills on an hourly basis. The Firm's standard hourly rate schedule for attorneys and staff that may provide service to the City is attached as Exhibit A. These are our customary rates. The Firm typically offers a 15% discount to governmental and non-profit clients, and the Firm offers that discounted rate to the City as well.

The Firm bills separately for reimbursement for out-of-pocket costs, such as photocopying costs, long distance telephone charges, courier and express mail services, filings fees, travel and other itemized expenses. The Firm bills these items at actual costs and does not use a cost-plus basis for billing.

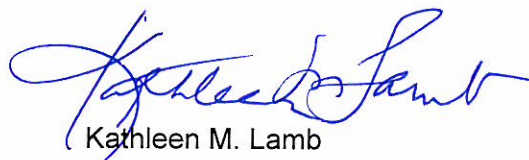
Statements will be sent monthly, with itemized descriptions of the work done, by attorney.

4. Conflict of Interest. The Firm has no conflict of interest with the City. During the term of our representation, the Firm will not represent, without prior consent, any future clients in any matters if such representation is adverse to the interest of the City. We will immediately disclose to you any actual or potential conflict of interest of which we are aware during our representation of you.
5. Certificate of Compliance. Attached, as Exhibit B, is the Firm's Certificate of Compliance from the Minnesota Department of Human Rights.
6. Termination. You may terminate our representation at any time. We would have the same right, subject to our giving you reasonable notice to arrange alternative representation. You will be responsible for legal fees and expenses incurred through the date of any such termination, as well as any attorneys' fees and other costs of collection.

If the terms set out above meet with your approval, please sign a copy of this letter and return it in the enclosed envelope. If you have any further questions, please feel free to contact me.

Thank you.

Sincerely,



Kathleen M. Lamb

KML/srk
Enc.

APPROVED:

By: _____

Date: _____

EXHIBIT A

MCGRANN SHEA CARNIVAL STRAUGHN & LAMB, CHARTERED

2012 STANDARD BILLING RATES

	2012 Standard Hourly Rates	15% Discount from Standard Hourly Rates (Rounded)
Peter L. Cooper	415	353
Kathleen M. Lamb	325	276
Corey J. Ayling	325	276
Carla J. Pedersen	365	310
Kathleen M. Brennan	295	251
Joseph T. Bagnoli	295	251
Jeffrey C. Urban	365	310
Jason H. Thomas	280	238
Mark D. Meaney	215	183
Christine L. Mennen	240	204
Michael P. Eldridge	160	136
Michael T. Hatting	260	221
Michelle K. Felt	145	123

EXHIBIT B



Minnesota Department of
HUMAN RIGHTS

CERTIFICATE OF COMPLIANCE

MCGRANN SHEA CARNIVAL STRAUGHN & LAMB is hereby certified as a contractor by the Minnesota Department of Human Rights. This certificate is valid from 6/27/2012 to 6/27/2014.

This certification is subject to revocation or suspension prior to its expiration if the department issues a finding of noncompliance or if your organization fails to make a good faith effort to implement its affirmative action plan.

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read "Kevin M. Lindsey".

Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, Minnesota 55155
Tel 651.539.1100 • TTY 651.296.1283 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • www.humanrights.state.mn.us



CERTIFICATE OF LIABILITY INSURANCE

MCGRSHE

OP ID: C2

DATE (MM/DD/YYYY)

12/10/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RJF Minneapolis 7225 Northland Dr N #300 Minneapolis, MN 55428 Mindy Carlson	763-746-8000	CONTACT NAME: Colleen Johnson PHONE (A/C, No, Ext): 763-746-8524 FAX (A/C, No): 763-746-8624 E-MAIL ADDRESS: johnsonc@rjfagencies.com
	INSURER(S) AFFORDING COVERAGE	
INSURED McGrann Shea Carnival Straughn & Lamb, Chartered 800 Nicollet Mall Ste 2600 Minneapolis, MN 55402	INSURER A: Hanover Insurance Company	NAIC # 36064
	INSURER B: Travelers Insurance Co	25658
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		ODX562404603	06/01/12	06/01/13	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			ODX562404603	06/01/12	06/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			ODX562404603	06/01/12	06/01/13	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WDX538355902	06/01/12	06/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 500,000						
	E.L. DISEASE - EA EMPLOYEE \$ 500,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						
B	Prof Liab			105301903	06/01/12	06/01/13	Claim/Agg 10,000,000
A	Property			ODX562404603			Contents 1,030,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
General Liability Additional Insured: City of Saint Paul, its officials, employees, agents and representatives

CERTIFICATE HOLDER**CANCELLATION**

CTYSTPA

City of St. Paul
City Attorney's Office
15 West Kellogg Blvd, #400
St. Paul, MN 55102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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