AGREEMENT FOR OUTSIDE COUNSEL SERVICES

This Agreement is entered into this _____ day of March, 2015, between the City of Saint Paul, a municipal corporation, 400 City Hall, 15 W. Kellogg Blvd., Saint Paul, MN 55102, (City) on behalf of the Saint Paul City Attorney's Office, (CAO) and Moss and Barnett, a Professional Association, 150 South Fifth Street, Suite 1200, Minneapolis, MN 55402 (Moss and Barnett)

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

SECTION 1. Scope of Services.

Moss and Barnett shall be appointed as outside counsel for the City of Saint Paul for the purpose of acting as special counsel to the City for the Century Link cable franchise negotiations. Services under this agreement shall be provided by Brian Grogan. The initial scope of this Agreement calls for approximately 20-25 hours of negotiations, both in person and via conference call, 20 hours of preparation with the City team in advance of meetings, 20-30 hours of drafting and related document preparation, and 25 hours for internal meetings, council presentations. These are acknowledged by both City and Moss and Barnett to be estimates which may be changed as the project progresses.

All information and communications between the City of Saint Paul staff, CAO and Moss and Barnett will 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 will remain be in effect for one year from that date, unless: 1) terminated earlier in accordance with the termination provisions of this Agreement; 2) all services contracted for have been completed; or 3) parties mutually agree to extended the term.

SECTION 3. Billings and Payment.

A. That for Moss and Barnett's faithful performance of this Agreement, the City hereby agrees to compensate Moss and Barnett in the amount(s) and according to the schedule that follows.

Brian Grogan, Esq. - $295/hour
Terri Hammer, paralegal - $135/hour
Yuri Berndt - $365/hour

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. In accordance with the estimated scope of services, the initial not to exceed amount for this Agreement is the sum of $40,000. 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, with the exception of Section II.D&E.

A. The above amounts shall fully compensate Moss and Barnett for all work and associated costs. The City will honor no claim for services and/or costs provided which are not specifically provided for in this Agreement. The City will reimburse Moss & Barnett for all reasonable and necessary costs and expenses incurred on the City's behalf. These costs and expenses may include photocopying, delivery and messenger services, WESTLAW, and mileage.

Moss and Barnett 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 Moss and Barnett within thirty-five (35) days.

SECTION 4. Project Management.

In order to coordinate the services of Moss and Barnett with the activities of the Saint Paul City Attorney's Office so as to accomplish the purposes of this Agreement, Laura Pietan, 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.

Moss and Barnett shall comply with all applicable rules of professional responsibility for attorneys in performing services under this agreement. For purposes of this representation, Moss and Barnett understands that its client is the City, not any of its individual officers, agents or employees or any other entity.

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

Moss and Barnett agrees to maintain all files and records 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.

Moss and Barnett 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 Moss and Barnett performance of the provisions of this Agreement. It shall be the obligation of Moss and Barnett to apply for, pay for, obtain and keep in effect all permits and/or licenses required.

SECTION 7. Conflict of Interest.

Moss and Barnett 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. Previous legal services by Moss and Barnett attorney Jay Littlejohn on behalf of Verizon Wireless (negotiating and drafting a small cell master agreement with the City, in addition to a number of other small cell agreements, now fully executed) does not create a conflict of interest under this Section. Future services by Moss and Barnett, handled by attorneys other than Brian Grogan, to represent Verizon Wireless on real estate, zoning and leasing matters before the City, will not be considered a conflict by the City, unless the representation leads to litigation initiated against the City.

Moss and Barnett agrees that, should any conflict or potential conflict of interest become known, Moss and Barnett will advise the City of the situation so that a determination can be made as to whether Moss and Barnett is able to continue performing services under the Agreement.

SECTION 8. Indemnification and Hold Harmless.

Moss and Barnett 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 its professional liability insurance.

SECTION 9. Insurance.

Moss and Barnett 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) Moss and Barnett 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 Moss and Barnett 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 Moss and Barnett, its employees, agents or officers to be an employee of the City, and Moss and Barnett 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. Moss and Barnett 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 Moss and Barnett 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 Athis 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:

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

To Moss and Barnett:

Brian Grogan
Moss and Barnett
150 South Fifth Street, Suite 1200
Minneapolis, MN 55402

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:

_____
City Attorney

_____
Director, Office of Financial Services

MOSS AND BARNETT:

By_____
Its

CITY OF SAINT PAUL
OFFICE OF THE CITY ATTORNEY
Policy Regarding Fees for Legal Services by Outside Counsel
March 5, 1999

I. GOAL

The goal of this policy is to establish a formal and consistent process that ensures the City of Saint Paul ("City") receives quality and cost-effective legal services, when the circumstances require the appointment of outside counsel in which the independence of the lawyers' professional judgment is not compromised. The policy sets forth specific fee and expense billing standards and procedures. It establishes criteria that will best enable the City Attorney's Office ("CAO") to measure and monitor outside counsel's performance, advance the City's litigation strategy and minimize the City's expenditures.

All outside counsel providing legal services to the City will review and confirm in writing their acceptance of this policy.

II. POLICY

The following outside counsel retainer policy and procedure is adopted by the CAO.

A. Fees.

1. The City will pay only those hourly rates, or alternative fees arrangements, it has pre-approved in writing. Rate increases will be honored only if agreed upon by the City in advance and in writing.

2. The City will pay no more than the most favorable rates that your law firm charges other similarly situated clients.

3. The City will pay only those fees which reflect the highest and best use of the legal professional's time.

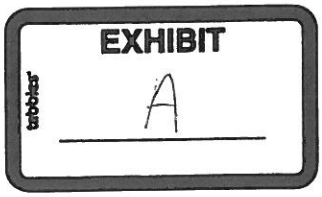
4. The City will pay only for the actual time spent completing a task with the time rounded to the nearest tenth (.1) hour.

5. The following fees are unacceptable and will not be paid by the City:

   a. Preparing bills and invoices.

   b. Responding to billing inquiries from the City.

   c. Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel



in this community.

d. More than one attendee at a trial, hearing, court appearance, arbitration, mediation, deposition or any similar event unless approved in advance by the City.

e. Non-attorney/non-paralegal work (e.g., secretaries, library staff, file clerks).

f. Document stamping, collating, copying and faxing.

B. Expenses.

1. The City will pay only actual and reasonable expenses without any premiums or markups. Firms are expected to minimize expenses whenever possible.

2. Each expense item must be adequately detailed so as to enable the CAO to determine the exact nature, purpose and necessity of the expense.

3. Unless otherwise agreed upon, all routine expenses should be paid directly by your law firm and billed to the City as disbursements.

   a. Actual copies of receipts for expenses over $100 must be attached to your billing statement.

   b. Disbursements over $1,000 must be approved in advance.

4. The City will not pay any fees, charges or expenses associated with law firm overhead, including, but not limited to the following:

   a. Rent and utilities, including local telephone charges.

   b. Office supplies.

   c. Refreshments during meetings, conferences and depositions.

5. The City will pay only actual and necessary long-distance telephone call charges.

6. The City will pay only the actual long-distance telephone line charges for outgoing fax transmissions where applicable. No per page or flat rate or local fax charges will be accepted.

7. The City will not pay on-line expenses for computerized legal research in excess of $100 unless approved in advance.

8. The City will pay the actual cost to the law firm for photocopies not to exceed $.10 per page.

9. The City will pay for the necessary and reasonable travel expenses outside the metropolitan area provided that the travel is approved in advance and each expense is separately identified with an amount and date incurred. Necessary and reasonable mileage and parking for travel within the metropolitan area will be paid without prior approval.

C. Expert Witnesses and Consultants.

1. The retention of expert witnesses, consultants, and the like must be pre-approved by the City.

D. Billing Procedures.

1. Invoices shall be submitted to the City on each file on a monthly basis.

2. Each activity includes the following itemization as a minimum:

   a. The identity of the person performing the activity.

   b. Date performed.

   c. Actual time spent on the task.

   d. An adequate description of the activity.

   e. The cost of the service.

3. Each activity described should be specific enough to allow the CAO to determine what function is being performed and the necessity of the function to the progress of the case. The use of generic descriptions such as "work on file", "review correspondence", "research", "prepare for meeting", and "preparation of materials" are unacceptable.

4. Each invoice shall include a summary of the time spent by each person for that billing period and a cumulative total of time spent by all persons since inception of the file.

E. Pre-Approval of Certain Fees and Expenses.

1. Activities resulting in fees and expenses requiring approval or pre-approval by the City need not be reflected in formal correspondence. However, the name of the authorizer or the fact that permission was granted must be noted in an appropriate entry within the invoice submitted by the law firm.

F. Year 2000.

1. The law firm represents and warrants that it has taken the necessary measures to insure that all of its computer systems, programs, hardware and software systems will operate properly, whether independently or in conjunction with other systems used in the management and defense of the City's litigation, with regard to the implications of the year 2000.

G. Compliance.

1. The individual or law firm warrants and acknowledges on each statement for services submitted is also a representation by the individual or firm that the attorney in charge of the matter has reviewed the statement and has determined that it accurately reflects work expenses reasonably and necessarily incurred, is directly related to the matters listed and that the fees and charges reflected in the statement comply with the policies described herein and the Minnesota Rules of Professional Conduct.

H. Bill Review and Payment.

1. Payment of any bill by the City at anytime does not constitute a waiver of the City's rights subsequently to question, dispute, obtain reimbursement of, compromise or request repayment or future credit, for any bill or invoice previously paid. The City retains the right to audit all bills or files which are or have been the subject matter of any billing. Such an audit can include a requirement that the law firm produce any and all documentation which would support the billing submitted by the law firm.

RETAINER AGREEMENT ACKNOWLEDGMENT

The undersigned has read the Office of the City Attorney's Policy and Procedure for Retaining Outside Counsel and the Policy Regarding Fees for Legal Services by Outside Counsel, which are made a part hereof by reference, and on behalf of himself/herself and/or the law firm of _____, in consideration of its appointment by the City Council, agrees to comply with the paragraphs V and VIII of the Policy and Procedure for Retaining Outside Legal Counsel and the Policy Regarding Fees for Legal Services by Outside Counsel in connection with that certain lawsuit/matter entitled _____.

The undersigned further agrees on behalf of himself/herself in the above-identified law firm that, except with the prior approval of the City of Saint Paul, only the following persons will perform work in connection with the litigation at the hourly rates indicated.

Lawyer/Paralegal/Law Clerk	Hourly Rate

Dated:_____

_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/12/2015

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	CONTACT NAME: Jami Wagner
Ahmann-Martin 7555 Market Place Drive Eden Praire MN 55344	PHONE (A/C, No, Ext): 952-947-9700 FAX (A/C, No): E-MAIL ADDRESS: jwagner@ahmannmartin.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Vigilant Insurance Co./Chubb	11111
INSURER B : Federal Insurance Co./Chubb	20281
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	
Moss & Barnett, P.A. 150 South Fifth Street Suite 1200 Minneapolis MN 55402	MOSS&-1

COVERAGES **CERTIFICATE NUMBER:** 200791424 **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			3587-4248	3/1/2015	3/1/2016	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$INCL
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			9947-4065	3/1/2015	3/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR			7986-4471	3/1/2015	3/1/2016	EACH OCCURRENCE	$10,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$10,000,000
	[ ] DED [X] RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Business Personal Property			3587-4248	3/1/2015	3/1/2016	Blanket Limit Deductible	$19,416,525 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of St Paul, its officials, employees, agents and representatives are Additional Insureds with regards to general liability.

CERTIFICATE HOLDER

City of St Paul
City Attorney
400 city Hall, 15 W Kellogg Blvd
St Paul MN 55102

CANCELLATION

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

Richard J. Ahmann III

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