AGREEMENT

Between the City of Saint Paul and Moss & Barnett, a Professional Association.

THIS AGREEMENT made and entered into this ____ day of _____, 2016 by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the CITY and Moss & Barnett, a Professional Association, hereinafter referred to as CONSULTANT, whose address is: 150 South Fifth Street, Suite 1200, Minneapolis, MN 55402.

WITNESSETH:

WHEREAS, the CITY desires to have assistance and advice in administering and enforcing its cable television franchises and communications-related issues and assistance and advice regarding the effects federal laws and regulations and legislation have upon the same including, with respect to its authority to regulate providers of communications services, protect its interests in public property and ensure that the City and its citizens have affordable access to advanced services whether publicly or privately provided, as well as in assessing the effects of convergence and competition; and

WHEREAS, the CONSULTANT is qualified to perform such services;

NOW, THEREFORE, the CITY and CONSULTANT in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

SECTION 1. Scope of Services: Ongoing Cable and Telecommunications Consulting. CONSULTANT agrees to perform the following tasks as requested by the City:

1. Provide ongoing advice and guidance regarding aspects related to both the Comcast cable franchise and to the CenturyLink cable franchise agreements.

2. Provide ongoing advice and guidance regarding telecommunications and cable law.

3. Provide ongoing advice and guidance on changes in the telecommunications and cable regulatory and industry environment, including broadband.

4. Provide guidance and assistance, as needed, regarding various regulatory requirements at the Federal and State level.

5. Attend meetings and events as determined necessary to attend by City Council, etc.

6. Provide any other subsequently requested input or assessments of potential improvements in cable television franchise regulation, monitoring, and administration.

SECTION 2. Time for Completion. The services rendered by CONSULTANT shall be commenced upon execution of this Agreement and written notification by the CITY to the CONSULTANT to proceed. Services will be completed in accordance with the schedule mutually agreed upon with the CITY. CONSULTANT shall not proceed with any task without specific authorization from the CITY.

SECTION 3. Changes in Scope of Services. CITY or CONSULTANT 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.

SECTION 4. Delays. In the event there are delays caused by actions of the CITY, or which may be reasonably requested by the CONSULTANT which change the completion date, the CITY will grant to the CONSULTANT reasonable extensions of contract time.

SECTION 5. Principal Project Members. The CITY requires during the terms of this Agreement that CONSULTANT agrees to assign specific members as principal project members and assures that the major work and coordination will remain the responsibility of these individuals.

The CONSULTANT's principal project member is Brian Grogan, who will be assisted by other CONSULTANT members as necessary.

Removal of any principal project member without replacement by equally qualified CONSULTANT(S) is grounds for termination of the project by the CITY.

It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. The City Attorney's designee, Lisa Veith or her successor, is the individual to whom all communications pertaining to the day to day conduct of the Agreement shall be addressed. For other purposes, the CITY has designated Mike Reardon as the Project Manager for this Agreement, and with whom COSULTANT may communicate on day-to-day issues with permission of the City Attorney's designee.

The CONSULTANT recognizes and agrees that, to the extent that it provides legal consulting services, the final responsibility for providing legal advice to the CITY rests with the City Attorney. Accordingly, CONSULTANT will coordinate any legal advice it provides with the City Attorney and any Assistant City Attorneys assigned to these matters.

SECTION 6. Termination. This Agreement will continue in full force and effect until completion of the project as described herein unless it is terminated at an earlier date by either party.

Either party to this Agreement may terminate it by giving no less than thirty (30) days written notice of the intent to terminate to the other party.

In the event of termination, the CONSULTANT will be paid by the CITY for all services actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The CONSULTANT will provide all work documents developed up to the time of termination prior to the CITY rendering final payment for service.

SECTION 7. Billings and Payment. For the CONSULTANT's faithful performance of this Agreement, the CITY agrees to reimburse CONSULTANT in accordance Exhibit A.

The total cost of this contract, unless amended, shall not exceed $20,000.00.

The CITY assumes that the above amounts shall fully reimburse CONSULTANT for all costs.

CONSULTANT shall submit an itemized invoice each month to the City's Office of Cable Communications. Upon receipt of the invoice and verification of the charges, payment shall be made by the CITY to CONSULTANT within thirty (30) days.

In the event the CONSULTANT fails to comply with any terms or conditions of the contract or to provide in any manner the work or services as agreed herein, the CITY reserves the right to withhold any payment until the CITY is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the CITY's right to termination as provided in other sections of this Agreement.

SECTION 8. Records and Dissemination of Information. The CONSULTANT agrees not to release, transmit, or otherwise disseminate information generated as a result of this project without prior knowledge and written consent of the CITY.

The CONSULTANT agrees to maintain all books, documents, papers, account records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such material available at its office at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the CITY or other duly authorized representative.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under the Agreement, shall be made available by CONSULTANT to the CITY and there shall be no further obligation of the CITY to CONSULTANT except for payment of amounts due and owning for work performed and expenses incurred to the date and time of termination.

In like manner, if the entire Agreement is terminated, all remaining documents on file with CONSULTANT shall also, upon request, be made available to CITY upon receipt of payment of amounts due and owning CONSULTANT for any authorized work.

SECTION 9. Ownership of Documents. All deliverable reports, recommendations, and other materials that result from the CONSULTANT's services under this Agreement shall become the property of the CITY after final payment is made to the CONSULTANT with no right, title, or interest in said reports, recommendations, or materials vesting in CONSULTANT.

SECTION 10. Equal Opportunity Employment. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin.

This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

SECTION 11. Attorney/Client Relationship. CONSULTANT agrees that it is entering into an attorney/client relationship with the City of Saint Paul and that it is bound by the conflict of interest, confidentiality and other obligations that govern such relationships.

SECTION 12. Assignment. The CITY and the CONSULTANT each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the CITY or the CONSULTANT will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 13. Independent Contractor. It is agreed by the parties that, at all times and for all purposes within the scope of the Agreement, the relationship of the CONSULTANT 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 CONSULTANT an employee of the CITY, and CONSULTANT shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

SECTION 14. Subcontracting. The CONSULTANT agrees not to enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the CITY except as spelled out within the terms of its proposal. CONSULTANT agrees that this Agreement shall remain the obligation of Brian Grogan until the Agreement is terminated in accordance with Section 6.

SECTION 15. 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 & 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 16. Hold Harmless. The CONSULTANT shall indemnify, save and hold harmless, the CITY from alleged damages or injuries arising directly or indirectly from negligent acts or omissions of the CONSULTANT, its principals, employees and subcontractors, in performance of activities under this Agreement. This clause will not be construed to bar any legal remedies the CONSULTANT may have for the CITY's failure to fulfill its obligations under this Agreement or for the CITY's negligence.

SECTION 17. Insurance. CONSULTANT shall provide a Certificate of Insurance that relates to malpractice for damages arising out of the performance of the work required pursuant to this Agreement.

SECTION 18. Services Not Provided For. No claim for services provided by CONSULTANT not specifically provided for in this Agreement shall be honored by the CITY.

SECTION 19. Entire Agreement. It is understood and agreed that the entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters hereof.

SECTION 20. Requirement of Changes in Writing. 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.

SECTION 21. Amendment of Agreement. This Agreement may be amended by further mutual written agreement of the parties thereto.

SECTION 22. Governing Law. This Agreement will be governed and interpreted under the laws of the State of Minnesota.

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

CITY OF SAINT PAUL

By:_____
Its: Director, Office of Technology and Communications

By:_____
Its: Cable Officer

By:_____
Its: Director, Office of Financial Services

By:_____
Its: Mayor

MOSS AND BARNETT

By:_____
Its:_____

Approved as to form:

_____
Assistant City Attorney

EXHIBIT A: FEES AND CHARGES

Effective February 1, 2016

Brian Grogan, Esq. - $305/hour
Terri Hammer, paralegal - $150/hour
Yuri Berndt - $375/hour