

**MASTER LEGAL SERVICES AGREEMENT – BOND/PUBLIC FINANCE
BARNES & THORNBURG LLP (COMMENCING FEBRUARY 5, 2026)**

THIS MASTER LEGAL SERVICES AGREEMENT (hereinafter referred to as the “Master Agreement”), is made effective February 5, 2026, between the **CITY OF SAINT PAUL, MINNESOTA**, a municipal subdivision under the laws of the State of Minnesota, whose address is 15 West Kellogg Boulevard, St. Paul, Minnesota 55102 (hereinafter referred to as “City”), the **HOUSING AND REDEVELOPMENT AUTHORITY** of the City of Saint Paul, a public body corporate and politic (hereinafter referred to as “HRA), and **BARNES & THORNBURG LLP**, whose address is 225 South Sixth Street, Suite 2800, Minneapolis, MN 55402, (hereinafter referred to as “Special Counsel”), collectively the “Parties”.

WHEREAS, City and HRA engage in, among other things, the financing of various activities supported by the public purposes of enhancing and furthering the well-being of the City of Saint Paul and its residents, including, but not limited to, public works, public safety, parks and recreation, economic development and redevelopment, and housing projects; and

WHEREAS, Chapter 5 of the Saint Paul City Charter provides that the City Council may, upon recommendation of the City Attorney, appoint special counsel in special circumstances, and fix special counsel’s compensation; and

WHEREAS, Minn. Stat. §169.097, subd. 2, provides that HRA “may contract for the services of consultants, agents, public accountants, and other persons needed to perform its duties and exercise its powers; and

WHEREAS, federal and state laws for housing, redevelopment, and economic development projects significantly impact the projects and programs undertaken by City and HRA, and the obligations issued by or on behalf of City or HRA to finance such projects and programs. Consequently, the City Attorney finds there is a need for special expertise to be available to City and HRA on a continuing basis, as well as on a specific project basis, to provide legal services relating to such federal and state laws; and

WHEREAS, Special Counsel is experienced in legal matters relating to public finance, public bonds of varying types, tax increment financing, redevelopment, housing and related matters; and

WHEREAS, Special Counsel is one of the law firms approved by the City Council and HRA Board of Commissioners to provide legal services to City and HRA in public finance matters.

NOW THEREFORE, City, HRA and Special Counsel, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

SECTION 1. Scope of Services.

A. Special Counsel agrees to provide legal services to City or HRA at the direction of the City Attorney’s Office (“CAO”) with respect to public finance, public bonds, tax increment financing, redevelopment and housing projects, and programs and finance powers of City or HRA (“General Legal Services”).

B. Special Counsel further agrees to provide legal services to City or HRA at the direction of the CAO with respect to specific projects as follows:

1. Assist in planning the financing and structuring of the bond issue and, where appropriate, preparing enabling legislation;
2. Prepare or supervise the bond proceedings, including preparation of documents necessary or appropriate to the authorization, issuance, sale, bond opinion, and delivery of the bonds;
3. Assist in various aspects of preparing the official statement or other disclosure documents to be disseminated in connection with the sale of the bonds;
4. Obtain from governmental authorities such approvals, rulings, permissions, and exemptions as bond counsel determines are necessary or appropriate with respect to the issue;
5. Prepare all necessary closing documents and assemble transcripts concerning all proceedings taken in connection with the issuance and sale of the bonds;
6. Render opinions on such related matters as:
 - a. The applicability of particular provisions of federal and state securities law;
 - b. The applicability of tax law provisions governing estate and gift taxation;
 - c. The eligibility of the bonds for investment by various fiduciaries and other regulated investors;
 - d. The status of the bonds and related obligations under laws relating to creditors' rights; and
 - e. The validity and enforceability of security agreements, indentures, and other documents related to the bonds and their security;
7. Assist in presenting information to bond rating organizations and bond insurers, review documents related thereto and advise City or HRA accordingly;
8. Provide advice related to amendments to federal and state tax laws;
9. Advise in negotiating bond purchase agreements with underwriters;
10. Provide rebate/arbitrage services for IRS reporting purposes as necessary;
11. As requested, participate in public forums, City meetings, including Council committee meetings and Council and HRA Board meetings, as bond counsel to explain legal aspects of financing;
12. Assist in other specified activities related to the bonds; and

13. Research and analyze federal and state laws and regulations that impact housing, redevelopment and economic development projects and programs.

C. Special Counsel further agrees to provide the following legal services to City or HRA at the direction of the CAO with respect to specific projects as follows:

1. Draft tax increment financing plans, agreements, resolutions, and related work to create tax increment financing districts; and

2. Draft and negotiate development agreements related to HRA redevelopment activities; and

3. Draft proposed legislation related to tax increment financing and other issues and specific projects; and

4. Provide advice on environmental remediation, brownfield redevelopment, and legal issues.

D. A Scope of Work will be agreed upon by City or HRA and Special Counsel for specific projects or matters. Each Scope of Work will be in the form of the attached **Exhibit A**, attached hereto, or another specifically agreed upon form, and include a list of individuals who will perform the work, a list of key tasks, and an estimated date for the completion of the work. Each Scope of Work will be signed by City or HRA and Special Counsel prior to the commencement of any material amount of work and shall be incorporated into this Master Agreement as an attachment. City and Special Counsel agree that all of the terms and conditions of this Master Agreement shall apply to each Scope of Work.

E. Special Counsel shall perform all legal services under Sections 1A, 1B, and 1C above in accordance with the requirements set forth in **Exhibit B** attached hereto.

SECTION 2. Time for Completion.

A. Unless terminated earlier or extended as otherwise provided herein, the term of this Master Agreement shall commence on February 5, 2026, and shall terminate on December 31, 2026, provided that any Scope of Work issued prior to December 31, 2026, shall be completed within the timeframe established in the Scope of Work.

B. The legal services rendered by Special Counsel in accordance with Sections 1A, 1B, and 1C shall be commenced and completed in accordance with the date contained in each Scope of Work.

C. In the event that there are delays caused by actions of City or HRA, or which may be reasonably requested by Special Counsel which may change the completion date, Special Counsel shall request an extension of time for completion of the project. The City Attorney will review the request and may grant to Special Counsel such extensions of contract time as may be reasonable.

D. The City and HRA reserve the right to extend the term of this Master Agreement for a period of up to one year (to December 31, 2027). The City and HRA may exercise this right by

giving written notice thereof to Special Counsel no later than November 1, 2026.

SECTION 3. Billing and Payment.

A. That for Special Counsel's faithful performance of this Master Agreement, City and HRA hereby agree to compensate Special Counsel as follows:

1. Special Counsel shall be compensated for services provided hereunder at the 2026 rate per hour for partner/shareholder attorney time, associate attorney time, and paralegal time as set forth in **Exhibit D** attached hereto. Provided, however, in the event that the fees of Special Counsel will be paid by a private developer, the hourly rate of lawyer time is Special Counsel's standard hourly billing rates as set forth in **Exhibit D**. Special Counsel acknowledges that it shall endeavor to utilize non-billable employees for appropriate tasks in serving the City and the HRA, such as closing coordinators.

2. The total fees for services performed under Sections 1A, 1B, and 1C of this Master Agreement that will be paid solely by the City or the HRA not related to a specific bond issue or borrowing shall not exceed \$20,000 annually unless separately negotiated with the City Attorney's Office and included in the Scope of Work for the project/matter or reduced in writing to an amendment to this Master Agreement. To the extent that the total fees for services negotiated with the CAO exceeds the \$20,000 cap, such obligation to pay is contingent upon and subject to the City Council or HRA Board approving funds for such obligation.

3. For general obligation and governmental revenue bonds (including, by way of example, sewer, water, tax increment, parking, or lease/annual appropriation bonds) Special Counsel will be compensated according to the hourly rates set forth in Section 3.A. for hourly legal services, with fees estimated in the ranges set forth **Exhibit C** attached hereto.

B. For services outside of a bond issue, Special Counsel shall bill City or HRA on a monthly basis of each year for the services provided hereunder unless other terms are mutually agreed upon by City or HRA and Special Counsel in the Scope of Work. For a debt issuance, Special Counsel shall bill for its services upon issuance of such debt obligation. If a debt obligation is not issued as anticipated, then Special Counsel shall notify the City or HRA in writing and Special Counsel shall separately negotiate with the CAO as provided in Section 3.A.2 for the payment of services performed based upon the 2026 hourly rates set forth on **Exhibit D**. In the event of termination of this Master Agreement, Special Counsel shall be paid for its services rendered up to and including the day upon which termination is effective. Each invoice submitted by Special Counsel outside of a debt issuance shall separately itemize, and state the fees, names of the lawyers and paralegals, amount of time, nature of work performed, and disbursements attributable to each separate matter to which such bill relates. It has been the ordinary course of business for Special Counsel to provide a one-page invoice for services as bond counsel and Special Counsel shall continue to invoice in the same manner. Provided, however, that upon the request of the City or the HRA for a more detailed bill with respect to a particular debt issuance, Special Counsel shall provide detailed information in the same manner as an invoice not related to a bond issuance as described above.

C. In the event Special Counsel fails to comply with any terms or conditions of this Master Agreement or to provide in any manner the work or services as agreed to herein, the CAO reserves the right to withhold any payment until the CAO is satisfied that corrective action has been taken or completed. This option is in addition to, and not in lieu of, the City and HRA's right to termination as provided in Sections 15 and 16 of this Master Agreement.

SECTION 4. Responsible Individuals.

The individual(s) at Special Counsel's firm primarily responsible for the performance of the legal services required of Special Counsel under this Master Agreement shall be Ben Johnson with assistance from other attorneys and paralegals in the Minnesota and other offices as set forth on each **Exhibit A**. The CAO shall be responsible for directing Special Counsel to perform legal services for City and HRA. The responsible individual shall perform the legal services in accordance with the requirements set forth in **Exhibit B**. The responsible individual at the Special Counsel's firm shall submit to the CAO the monthly billing statements provided in Section 3 of this Master Agreement.

SECTION 5. City and HRA Responsibilities.

City and HRA agree to provide Special Counsel with access to any information from City or HRA documents, staff, and other sources needed by Special Counsel to complete the work described herein.

SECTION 6. Work Products, Records, Dissemination of Information.

A. For purposes of this Master Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended:

"Work product" shall mean any report, recommendation, paper, memorandum, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format, that results from Special Counsel's services under this Master Agreement.

"Supporting documentation" shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format, and other resources and materials used to generate any and all work performed and work products generated under this Master Agreement.

"Business records" shall mean any books, documents, papers, account records and other resources and materials, whether written, electronic, or in other format, belonging to Special Counsel and pertaining to work performed under this Master Agreement.

B. All deliverable work products and supporting documentation that result from Special Counsel's services under this Master Agreement shall be delivered to City or HRA and shall become the property of City or HRA after final payment is made to Special Counsel with no right, title, or interest in said work products or supporting documentation vesting in Special Counsel.

C. Special Counsel agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Master Agreement without

prior knowledge and written consent of the CAO, City or HRA.

D. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by Special Counsel under this Master Agreement, shall be delivered to City or HRA by Special Counsel on or before the termination date and there shall be no further obligation of City or HRA to Special Counsel except for payment of amounts due and owing for work performed and expenses incurred through the date and time of termination.

E. Special Counsel agrees to maintain all files and records relating to work performed under this Master Agreement including business records in such a manner as will readily conform to the terms of this Master Agreement and to make such materials available at its office at all reasonable times during this Master Agreement period and for ten (10) years from the date of the final payment under this Master Agreement for audit or inspection by City, the Auditor of the State of Minnesota, or other duly authorized representatives.

F. Special Counsel agrees to abide strictly by Chapter 13, Minnesota Government Data Practices Act, and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1(b) and Minn. Stat §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by Special Counsel in performing functions under this Master Agreement is subject to the requirements of the Minnesota Government Data Practices Act and Special Counsel must comply with those requirements as if it were a governmental entity. The remedies in Chapter 13 apply to Special Counsel. If any provision of this Master Agreement is in conflict with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control.

SECTION 7. Equal Opportunity Employment.

Special Counsel will not discriminate against any employee or applicant for employment for work under this Master Agreement because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same. Special Counsel agrees to be bound by and comply with the requirements of Section 183.04 of the Saint Paul Legislative Code and the Rules Governing Affirmative Action Requirements in Employment adopted by the Saint Paul Human Rights Commission. 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 8. Compliance with Applicable Law.

Special Counsel 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 Special Counsel's performance of the provisions of this Master Agreement. It shall be the obligation of Special Counsel to apply for, pay for, obtain, and keep in effect all permits and/or licenses required.

SECTION 9. Conflict of Interest.

A. Special Counsel agrees that it will not contract 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 Master Agreement with City and HRA.

B. Special Counsel's acceptance of this Master Agreement indicates compliance with Chapter 24.03 of the Saint Paul Administrative Code: "Except as permitted by law, no City official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City."

C. Special Counsel agrees that, should any conflict or potential conflict of interest become known, Special Counsel will, without delay, advise the CAO of the situation so that a determination can be made about Special Counsel's ability to continue performing services under this Master Agreement.

SECTION 10. Insurance.

A. Special Counsel shall be required to carry insurance of the kind and in the amounts shown below for the term of this Master Agreement and any extension thereof.

1. Excluding Professional Liability Insurance and Workers' Compensation/Employers' Liability, insurance certificates must state that City and HRA, its employees and officials are Insureds under Special Counsel's insurance policy. A cross-liability coverage endorsement shall be provided to the benefit of City and HRA. Every claim brought against an insured under the policy will be treated, at the time of the claim, as if they were the only insured under the policy.

2. General Liability Insurance:

- a. Bodily Injury: \$1,500,000 each occurrence; \$3,000,000 aggregate
- b. Property Damage: \$1,500,000 each accident; \$3,000,000 aggregate
- c. Policy must include an "all services, products or completed transactions" endorsement.

3. Automobile Insurance:

- a. Bodily Injury: \$ 750,000 per person; \$1,500,000 per accident
- b. Property Damage: not less than \$50,000 per accident

4. Worker's Compensation and Employer's Liability:

- a. Worker's Compensation per Minnesota Statute
- b. Employer's Liability shall have minimum limits of \$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit.
- c. Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide City and HRA with a letter verifying their number of employees.

5. Professional Liability Insurance that includes malpractice coverage:

- a. \$5,000,000 per claim

6. General Insurance Requirements:

- a. Excluding Professional Liability Insurance, the policy is to be written on an occurrence basis or as acceptable to City and HRA. The certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis. Special Counsel shall provide City and HRA with written notice not less than thirty (30) days prior to any cancellation, non-renewal or any material changes in the policy, including, but not limited to, coverage amounts. Insurance agent must state on the certificate if the policy includes errors and omissions coverage.
- b. Special Counsel shall not commence work until a Certificate of Insurance covering all of the insurance required for this Master Agreement or any specific 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 term and any extension periods.
- c. City and HRA reserve the right to request reasonable additional evidence regarding Special Counsel's insurance policies at any time to verify that City or HRA requirements have been met.
- d. Nothing shall preclude City or HRA from requesting Special Counsel to purchase and provide evidence of additional insurance.
- e. 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 11. Independent Contractor.

It is agreed by the parties that, at all times and for all purposes within the scope of this Master Agreement, the relationship of Special Counsel to City and HRA is that of independent contractor and not that of employee. No statement contained in this Master Agreement shall be construed so as to find Special Counsel's employees, agents, or officers to be employees of City or HRA, and they shall be entitled to none of the rights, privileges, or benefits of City or HRA employees.

SECTION 12. Subcontracting.

Special Counsel agrees not to enter into any subcontracts for any of the work contemplated under this Master Agreement without obtaining prior written approval of City or HRA.

SECTION 13. Hold Harmless.

Special Counsel agrees to be responsible for any compensable injuries or damages, including reasonable costs of defending claims ("Losses"), incurred by City or HRA, their officers, agents, and employees, which are proximately caused by an error or omission of Special Counsel or any of its personnel committed in connection with the performance of the professional legal services provided under the terms of this Master Agreement; provided, however, that (1) Special Counsel is not liable for any Losses caused by or arising solely out of actions or omissions of City or HRA, their employees or agents; and (2) Special Counsel, City and HRA agree that no claim will be settled or otherwise resolved without the consent of Special Counsel, which consent shall not be unreasonably withheld.

SECTION 14. Assignment.

City, HRA and Special Counsel each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Master Agreement; and City, HRA and Special Counsel will not assign or transfer their interest in this Master Agreement without the written consent of the others.

SECTION 15. Termination.

City and HRA have the right to terminate this Master Agreement at any time by giving notice thereof to Special Counsel.

In the event of termination, City and HRA will pay Special Counsel for all services actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. Special Counsel will deliver all work products and supporting documentation developed up to the time of termination prior to City or HRA rendering final payment for service.

SECTION 16. Default by Consultant; City or HRA Remedies.

In the event Special Counsel fails or neglects to comply with any term or condition of this Master Agreement or to provide the services stated herein, City and HRA shall have the following rights and remedies: (a) to suspend payment of any invoices; (b) to commence an action to recover the damages incurred by the City or HRA; (c) to commence an action to compel specific performance of the Master Agreement by Special Counsel; and (d) to terminate this Master Agreement. These remedies shall be in addition to any other remedies available to the City or HRA in law or equity. The City and HRA shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder.

SECTION 17. Amendment or Changes to Agreement.

A. City, HRA or Special Counsel 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 parties.

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

C. 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 Master Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

SECTION 18. Notices.

Except as otherwise stated in this Master Agreement, any notice or demand to be given under this Master Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested, to the addresses set forth in the opening paragraph of this Master

Agreement. A copy of said notice or demand given under this Master Agreement shall also be delivered to the following:

To City:
Irene Kao
City Attorney
400 City Hall
15 W. Kellogg Boulevard
Saint Paul, MN 55102

To HRA:
Samantha Juneau
Supervising Attorney – Civil
Division
400 City Hall
15 W. Kellogg Boulevard
Saint Paul, MN 55102

To Ben Johnson:
BARNES & THORNBURG
225 South Sixth Street
Suite 2800
Minneapolis, MN 55402

SECTION 19. Waiver.

Any fault of any one or more of the parties to assert any right under this Master Agreement shall not constitute a waiver or a termination of that right, this Master Agreement, or any of this Master Agreement’s provisions.

SECTION 20. Survival of Obligations.

A. The respective obligations of the City, HRA and Special Counsel under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Master Agreement, or a provision herein is unlawful, this Master Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Master Agreement without the terminated provision, the remainder of this Master Agreement shall continue in full force and effect.

SECTION 21. Interpretation of Agreement; Venue.

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

SECTION 22. Force Majeure.

City, HRA and Special Counsel shall not be held responsible for performance if its performance is prevented by acts or events beyond the party’s reasonable control, including, but not limited to: unusually severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

SECTION 23. Business Office.

During the term of this Master Agreement, Special Counsel agrees to procure and maintain a business office in downtown St. Paul.

SECTION 24. Entire Agreement.

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

SECTION 24. Exhibits

The following listing of exhibits which are attached to this Master Agreement, and all obligations and duties articulated, and certifications made therein, are incorporated into and made a part of this Agreement:

- Exhibit A: Scope of Work form
- Exhibit B: Legal Services
- Exhibit C: Fee Ranges
- Exhibit D: Hourly Rates for Special Counsel

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

CITY OF SAINT PAUL

**HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF SAINT PAUL**

By: _____
Its: Assistant Mayor or designee

By: _____
Its: Chair or designee

By: _____
Director or designee
Human Rights & Equal Economic
Opportunity

By: _____
Its: Interim Executive Director or designee

By: _____
Director or designee
Office of Financial Services

By: _____
Director or designee
Office of Financial Services

By: _____
City Attorney or designee
Office of the City Attorney

Approved as to form:

Approved as to form:

Assistant City Attorney

Deputy City Attorney or designee

BARNES & THORNBURG LLP

By: _____
Print: _____
Its: _____

By: _____
Print: _____
Its: _____

Exhibit A
Scope of Work

Attachment to Master Legal Services Agreement Commencing: FEBRUARY 5, 2026

1. Description of legal services to be performed:

2. Special Counsel will begin work on _____, 202__, and complete the services on or before _____, 202__.
3. (a) Attorney fees for non-bond related work will be billed at the hourly rates set forth in section 3A of the Master Legal Services Agreement. Total fees shall not exceed the amount of \$ _____.

(b) If the project involves City Revenue Bonds or Tax Increment Bonds, then attorney fees for bond related work are agreed to be set at a fixed sum of \$ _____, payable, together with costs, solely from the proceeds of the bond sale. Special Counsel shall provide a single line bill for the bond closing; provided, however, that no fees or costs are due or payable to Special Counsel if the bond closing does not occur. In addition, Special Counsel shall provide the CAO and the Director of Financial Services with an itemized billing statement upon completion of the bond closing that will contain the following information: the names of the attorneys or paralegal performing the work, the nature and dates of the work performed, and the amount of time associated with each item of work.

(c) If the project involves conduit revenue bonds or work paid for by a private developer, the estimate for the total fees and costs to be paid by the conduit borrower or private developer is \$ _____.

4. Individuals from Special Counsel's firm to work on this project are as follows:

5. Special provisions:

[CHOOSE ONE BASED ON THE PARTY TO THE AGREEMENT AND DELETE THE OTHER]

ACCEPTED AND AGREED TO:

CITY OF SAINT PAUL

**HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF SAINT PAUL**

By: _____
Its: Assistant Mayor or designee

By: _____
Its: Chair or designee

By: _____
Director or designee
Human Rights & Equal Economic
Opportunity

By: _____
Its: Interim Executive Director or designee

By: _____
Director or designee
Office of Financial Services

By: _____
Interim Director or designee
Office of Financial Services

By: _____
City Attorney or designee
Office of the City Attorney

Approved as to form:

Approved as to form:

Assistant City Attorney

Deputy City Attorney or designee

BARNES & THORNBURG LLP

By: _____
Print: _____
Its: _____

By: _____
Print: _____
Its: _____

Exhibit B Legal Services

Special Counsel agrees to perform all legal services under the Master Legal Services Agreement and each Scope of Work in accordance with the following requirements:

1. Unless directed otherwise by the CAO, all requests for legal services, advice and opinions by Special Counsel, and other communications between the Special Counsel and City or HRA shall be through the CAO.
2. The CAO shall be copied on all communications whether in the form of memos, advice, letters, e-mails, faxes and the like. Copying the CAO does not create or transfer any obligation by Special Counsel to provide legal services. Copying the CAO is for informational purposes only and does not create a co-counsel relationship or obligation. The CAO is relying on Special Counsel's expertise in providing and preparing legal services, opinions, documents and contracts; CAO's approval of Special Counsel's work product is merely an acknowledgement of work, and not approval of the legal sufficiency of the work product, or an independent legal review or analysis of the work product.
3. The CAO shall be informed of all meetings scheduled with City or HRA staff including the project name and agenda.
4. Special Counsel will not assume how the City or HRA will decide upon or handle a particular matter or issue. Simply because it has been the City's or HRA's custom or practice in the past does not mean it should or will continue to be the same in the matter Special Counsel is currently handling.
5. For most files, the Special Counsel shall endeavor to staff each matter in a manner that provides the lowest cost to the City or HRA, as applicable, and in accordance with the Scope of Work for each project/matter.
6. Special Counsel will not "double up" at meetings or court hearings. Unless prior approval has been obtained, the City or HRA will not pay for more than one attorney from Special Counsel at any meeting or court hearing.
7. The client is the City or HRA and the City or HRA, through their respective executive director and project managers, makes the decisions on all business negotiations and other items regarding a project. Special Counsel's role as outside legal counsel is to provide legal counsel and advice to the City or HRA, project managers and executive director, and provide the City or HRA with possible courses of action, options and solutions.
8. It is important to listen to the needs of the project manager and to draft clear, concise and easy to understand language that effectuates the intentions of the City or HRA.
9. If it appears that the amount of attorney's fees will greatly exceed the original estimate or "not to exceed" amount, then Special Counsel must notify the project manager immediately.

Exhibit C Fee Ranges

GENERAL OBLIGATION BONDS
(NORMAL-FIXED RATE-NEW MONEY AND
CURRENT REFUNDINGS, NOT MULTI-PURPOSE
ISSUES)

\$500,000 or less
\$500,000 to \$1,000,000
\$1,000,000-\$3,000,000
\$3,000,000-\$5,000,000
\$5,000,000-\$7,000,000
\$7,000,000-\$11,000,000
\$11,000,000-\$15,000,000
\$15,000,000-\$20,000,000
\$20,000,000-\$25,000,000
\$25,000,000 and above

BOND COUNSEL FEES*

\$5,000, plus hard costs
\$5000-\$7000, plus hard costs
\$7,000-\$9,500, plus hard costs
\$7,000-\$12,000, plus hard costs
\$8,000-\$15,000, plus hard costs
\$8,000-\$17,500, plus hard costs
\$12,000-\$21,500, plus hard costs
\$15,000-\$25,000, plus hard costs
\$15,000-\$30,000, plus hard costs
TO BE NEGOTIATED

UTILITY REVENUE BONDS
(NORMAL- FIXED RATE) AND LEASE
PURCHASE (PRIVATE PLACEMENT)

\$500,000 or less
\$500,000 to \$1,000,000
\$1,000,000-\$3,000,000
\$3,000,000-\$5,000,000
\$5,000,000-\$7,000,000
\$7,000,000-\$11,000,000
\$11,000,000-\$15,000,000
\$15,000,000-\$20,000,000
\$20,000,000-\$25,000,000
\$25,000,000 and above

BOND COUNSEL FEES*

\$5000, plus hard costs
\$5,000-\$8,000, plus hard costs
\$8,000-\$12,500, plus hard costs
\$8,000-\$15,000, plus hard costs
\$12,500-\$18,000, plus hard costs
\$12,500-\$20,000, plus hard costs
\$15,000-\$25,000, plus hard costs
\$17,000-\$30,000, plus hard costs
\$20,000-\$40,000, plus hard costs
TO BE NEGOTIATED

PUBLIC SALE LEASE REVENUE BONDS

TO BE NEGOTIATED*

In the event the bonds are sales tax revenue bonds or tax increment bonds or issued as a floating rate issue, with liquidity or credit enhancement provisions, City or HRA and Special Counsel will separately negotiate a different arrangement, which may be a “not-to-exceed” fee in accordance with section 3A2 of the Master Agreement.

Conduit revenue bonds issued by either the HRA or the City shall be billed by the Special Counsel to the conduit borrower at the Special Counsel's Standard Hourly Rates as shown in **Exhibit D** to this Master Agreement. It is the understanding of the City/HRA and Special Counsel that the conduit borrower will pay all bond counsel fees of Special Counsel for any conduit revenue bond issue.

Exhibit D

HOURLY RATES FOR SPECIAL COUNSEL

Working Fee Earner	Title	Standard Rate	2026 Rate
Johnson, Benjamin	Partner	\$1,120	\$410
Megan McCarthy	Partner	\$775	\$410
Henck, Charles S.	Senior Counsel	\$1,530	\$410
Kim, Stephanie S.	Of Counsel	\$1,035	\$410
Lam, Peter	Of Counsel	\$1,000	\$410
Katzmann, BK	Associate	\$675	\$295
Kyes, Andrew	Associate	\$600	\$295
Killeen, Erin	Associate	\$655	\$295
Rucker, Sean	Associate	\$790	\$295
Evans, David	Associate	\$650	\$295
Wang, Andrew	Associate	\$790	\$295
Cavacini, Laura L.	Paralegal	\$475	\$225
Skaar, Barbara	Paralegal	\$520	\$225
Lundeen, Leslie A.	Paralegal	\$515	\$225