

## ***CONSULTING AND LEGAL SERVICES AGREEMENT***

This Agreement is made between the City of Minot, North Dakota (hereafter "Minot") and Shane Goettle, Attorney-at-Law (hereafter "Goettle").

In consideration for the covenants herein, the parties have entered into this Agreement under the terms and conditions set forth below.

**1. Agreement.** Minot hereby contracts with Goettle on an availability retainer to be designated Special Assistant City Attorney for the purpose of: handling state government affairs; to advise and consult, as needed and requested, on the interface of local, state and federal resources associated with flood recovery and protection, and city growth associated with energy impacts; and managing other projects as assigned.

**2. Qualifications.** During the term of this Agreement, Goettle shall remain licensed to practice law and meet any other requirements established by the State of North Dakota for Goettle to: represent the City of Minot's state government affairs needs; to advise and consult on flood related and city growth matters; and to manage other projects as assigned.

**3. Minot's Responsibilities.** Minot will share strategies and develop a work plan for Goettle to utilize. Minot will inform Goettle of its wishes in accordance with its state government affairs agenda, as well as flood and/or growth related issues, and other projects as assigned. Minot agrees to maintain regular and ongoing contact with Goettle.

**4. Goettle's Responsibilities.** Goettle agrees to provide state governmental affairs and consulting support within the state of North Dakota. The services to be provided shall include the following when requested by Minot:

- a. Legislative representation of Minot during the 2019 Legislative Session.
- b. Coordinating and providing committee testimony on a limited basis when a Minot representative is unavailable.
- c. Maintaining legislative contacts as well as contacts with other appropriate government offices as needed, including the Governor's Office, the Attorney's General Office, Department of Trust Lands, Aeronautics Commission, Treasurer's Office, Tax Department, Water Commission, State Engineer's Office, and other relevant departments of state government.
- d. Maintaining regular and ongoing contact with the designated representative of Minot.
- e. Tracking and monitoring the progress of interim initiatives, studies and legislative committees, and state legislative bills that are identified as being of special interest to Minot.
- f. Providing a monthly activity report.

**5. Term.** The term of this Agreement shall commence June 1, 2018 and shall remain in full force and effect for two (2) years through the 2019 Legislative Session and until

May 31, 2020. This Agreement may be renewed in writing by Minot and Goettle on or before the expiration of the Agreement. This Agreement may be terminated by either party at any time without cause upon ten (10) days written notice to the other party. Goettle may terminate this Agreement on ten (10) days written notice if Minot fails to make payments to Goettle for services provided under the terms of this Agreement as outlined herein, provided Minot shall have the opportunity to fully cure such non-payment within the ten (10) day notice period. After the effective date of termination by either party, no further payments under this Agreement will be payable or paid.

**6. Compensation.** In consideration for two years of retained Services provided under this Agreement, Minot shall pay to Goettle: three thousand five hundred dollars (\$3,500) per month from June 1, 2018, through December 31, 2018; seven thousand seven hundred dollars (\$7,500) per month during the North Dakota legislative session of 2019 (January February, March and April 2019); and three thousand five hundred dollars (\$3,500) per month from May 1, 2019 through May 31, 2020.

The first payment shall be made on or before on or before June 1, 2018, and thereafter on or before the first (1<sup>st</sup>) of each month, with the last payment due on or before May 1, 2020.

In addition, Minot will also reimburse Goettle's expenses. Expenses would need to be approved by a representative of Minot prior to incurring those costs and would need to be supported by appropriate documentation. Minot will provide the necessary reimbursement to Goettle for the approved expenses. Goettle should send billing invoices either by mail or email to:

City of Minot  
Attention: Kelly Hendershot  
Address: 515 2nd Ave SW  
Minot, ND 58702  
Email: kelly.hendershot@minotnd.org

**7. Notice.** Any notice required by this Agreement shall be deemed to be duly given when mailed by certified mail, postage prepaid, addressed to the recipient thereof at the address given below or such other address as may be subsequently designated in writing by either party to the other party:

If to Goettle: Shane Goettle  
P.O. Box 572  
Mandan, ND 58554

If to Minot: Tom Barry  
515 2nd Ave SW  
Minot, ND 58702

**8. Miscellaneous.**

- a. This Agreement shall be governed and interpreted under the laws of the State of North Dakota.
- b. No waiver by either party or any term or provision of this Agreement shall be deemed to be a waiver of any other term or provision.
- c. This Agreement contains the entire understanding of all prior negotiations and understandings, which are superseded hereby and merged into this Agreement.
- d. This Agreement is not assignable by either party without the prior written consent of the other party, except that Goettle may assign the agreement to a professional corporation (such as Goettle Law, PC) or other professional organization (such as Goettle Law, PLLC), established and controlled by Goettle, in which he case he shall notify Minot of such assignment. In addition, Goettle may assign duties to any licensed associate under his supervision.
- e. This Agreement may not be amended or modified orally at any time, but only by written Agreement of the parties.
- f. This Agreement confirms any earlier oral agreements for which services have been provided by Goettle.

**City of Minot**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Shane Goettle**

By: \_\_\_\_\_  
Shane Goettle

Date: \_\_\_\_\_