

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is hereby entered into between Dennis H. Simpson, an attorney with the firm of Quarnstrom, & Doering, P.A., Marshall, Minnesota, and the City of Marshall, a municipal corporation, under the laws of the State of Minnesota.

WITNESSETH

WHEREAS, The City Charter for the City of Marshall, Minnesota does provide that the Mayor shall nominate and the City Council and the Mayor shall appoint a City Attorney, and

WHEREAS, Dennis H. Simpson, Attorney at Law, has requested that he be appointed as the City Attorney for the City of Marshall for a term beginning on January 13, 2021 through January 10, 2023, and

WHEREAS, Both the City and the Attorney desire to establish a memorandum of understanding regarding the relationship between the two parties.

NOW, THEREFORE, It is hereby agreed between the parties as follows:

1. The City Attorney shall be Dennis H. Simpson of the law firm of Quarnstrom & Doering, P.A. The City Attorney shall have the authority to designate other attorneys or paralegals in his firm to assist him in accomplishing the duties required as City Attorney. The designation of Dennis H. Simpson as a City Attorney or his employees as Assistant City Attorneys does not create an employer/employee relationship between those parties and the City of Marshall. The City of Marshall has approved the appointment of Dennis H. Simpson and his law firm as City Attorney, and the city Attorney shall serve as an independent contractor and not as an employee of the City. When the City Attorney designates an Assistant City Attorney to handle matters for him the City Attorney shall notify the Council and take all steps necessary to introduce the designee to the Staff and the City Council.

2. The City Attorney, on a monthly basis, shall bill the City for all work done by the City Attorney or any appointed Assistant City Attorneys or Paralegals at a rate as set forth on a compensation schedule which shall be provided by the City Attorney to the City Administrator. The annual compensation for the City Attorney's office shall be a budgeted item and shall be divided between the general City matters and criminal prosecution matters of the City.

3. The parties hereby understand that there may be additional legal work during the course of the appointed time period in excess of the contracted compensation. These special projects may come outside the scope of the services contemplated in the budget. The City Administrator, Mayor and City Attorney has negotiated an agreement and understanding regarding "budgeted" legal services and additional "hourly" legal services. That understanding is marked as Exhibit A and is attached hereto and made apart hereof.

4. The City does hereby appoint Dennis H. Simpson and the law firm of Quarnstrom & Doering, P.A. as the City Attorney for the City of Marshall, for the period of time January 13, 2021 through January 10, 2023.

IN WITNESS WHEREOF, The parties have hereunto set their hands this 22<sup>nd</sup> day of December, 2020.

CITY OF MARSHALL

By: \_\_\_\_\_  
Robert Byrnes, Mayor

By: \_\_\_\_\_  
Sharon Hanson, City Administrator

QUARNSTROM & DOERING, P.A.

By: \_\_\_\_\_  
Dennis H. Simpson