

CONTRACT FOR CRIMINAL PROSECUTION LEGAL SERVICES

This CONTRACT FOR CRIMINAL PROSECUTION LEGAL SERVICES (the "Agreement") is entered into by and between the City of Mankato, a Minnesota municipal corporation, with its principal office located at 10 Civic Center Plaza, Mankato, MN 56001 (the "City") and the law firm of Eckberg Lammers, P.C., with its principal office located at 1809 Northwestern Avenue, Stillwater, Minnesota, 55082 (the "Law Firm"), for the purpose of utilizing the Law Firm to provide prosecution legal services to the City.

RECITALS

A. The City wishes to retain the Law Firm to provide criminal prosecution legal services on behalf of the City.

B. The Law Firm agrees to provide criminal prosecution legal services to the City paid by the City to the Law Firm.

C. The rates identified in the proposal submitted by the Law Firm are as follows:

	2027 5.0%+	2028 5.0%+	2029 5.0%+	2030 5.0%+	2031 5.0%+
Yearly Total	\$334,516.35	\$351,242.1 7	\$368,804.28	\$387,244.49	\$406,606.71

NOW THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and other good and sufficient consideration, incorporating the Recitals in full the parties agree to the following:

TERMS

ARTICLE I: SERVICES

1.1. Scope and Nature of Prosecution Services: The parties hereto agree to the following description of the nature of the legal services to be provided by the Law Firm to the City:

- A. Meetings and/or telephone conversations with and advising the Mayor, Council Members, City Administrator, and other authorized staff on general criminal legal matters.
- B. Research and submission of legal opinions on municipal or other criminal legal matters requested by the City Administrator or other authorized staff; availability to answer staff questions by telephone,
- C. Legal consultation and general support for the Mayor, Council Members,

City Administrator, and other authorized staff on general criminal legal matters.

- D. Provide a high level of customer service by responding in a prompt manner.
- E. Prosecute all petty misdemeanor, misdemeanor and statutorily delegated gross misdemeanor offenses committed within the corporate limits of the City. This service includes all such cases initiated by any law enforcement agency and citizen complaints including, but not limited to, traffic violations, DWI cases, theft and City Code violations.
- F. Provide advice, consultation and training where required to the City's Police Department and to all other departments of the City in the interpretation and enforcement of statutes, ordinances and investigations of violations in connection with the prosecution of criminal cases.
- G. Prepare criminal complaints where facts warrant.
- H. Evaluate all cases where a plea of not guilty is entered and prosecute where warranted.
- I. Prepare appropriate pre-trial notices as required,
- J. Seek such additional investigation as required.
- K. Negotiate and enter plea bargains where deemed advisable.
- L. Represent the City at all pre-trial hearings including motions.
- M. Perform all legal research and prepare briefs when required.
- N. Try all jury and court trials.
- O. Draft Ordinances, ordinance amendments, resolutions and correspondence as requested.
- P. Review ordinances as requested.
- Q. Render written opinions on law when requested, including interpretation of statutes, ordinances, rules and regulations.
- R. Contact, support, and inform identifiable crime victims in accordance with the Minnesota Statute Chapter 611A.

- S. Ensure proper notification and preparation of witnesses, police officers, and staff for trial.
- T. Investigate and evaluate all claims by the City against others and recommend appropriate courses of action, including but not limited to code enforcement issues and administrative citations.
- U. Handle all criminal appeals and contested DWI forfeitures matters.

1.2 Communication with the City: As part of the Law Firm's comprehensive prosecution legal services, no charges are imposed for phone calls, emails, texts, or any other form of communication with the City relating to prosecution matters.

ARTICLE II: REIMBURSABLE COSTS AND EXPENSES.

2.1. General Rule: The City will reimburse the Law Firm for actual, necessary, and reasonable costs and expenses incurred by the Law Firm in the performance of legal services contained in the Agreement.

2.2. Specific Rates: Expenses to be billed:

Mileage	No Charge
Postage, Courier/Delivery	Actual Cost
Process Server	Actual Cost
Messenger	Actual Cost
Court Costs/Filing Fees	Actual Cost
Court Reporter Transcription Fees	Actual Cost
Other Contested Case Costs	Actual Cost
Westlaw Research Fees	No Charge
Printing Expenses	No Charge

ARTICLE III: CONFLICT OF INTEREST AND ATTORNEY/CLIENT PRIVILEGE.

3.1 Conflict of Interest: If the Law Firm represents or has ever represented an opposing party in a legal matter, whether within or outside of any of the scope of services

mentioned by the retainer above, the Law Firm shall arrange for suitable alternative representation at the Law Firm's expense. The City will be responsible for any conflict-of-interest expenses incurred if a conflict of interest exists due to the City's relationship with potential parties to a prosecution case.

3.2 Attorney/Client Privilege: The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. While digital cordless and cellular telephones within a digital service area would be best to be used to transmit and receive confidential client information and may be used by the Law Firm to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.

ARTICLE IV. PROSECUTION SERVICES BILLING FORMAT, CYCLE, PAYMENT EXPECTATIONS, AND TERM OF CONTRACT.

4.1 Billing Format: The Law Firm will submit monthly statements for criminal prosecution legal services rendered for the prior month, including expenses incurred.

4.2 Payment Expectations: The City will pay the bill of the Law Firm routinely According to its internal payment procedures by forwarding a check to the Law Firm paying for both legal services and expenses shown on the Law Firm's monthly statement.

4.3 City Approval and Term of Contract:

- A.** The City Council authorizes the Law Firm to commence performing the services contemplated under this Agreement. The term of this Contract will be from January 1, 2027 through December 31, 2031.
- B.** During the term of the Agreement including renewal terms, either party may terminate the Agreement at any time. The Parties agree, when reasonably possible, to provide 60 calendar days written notice to the other party in recognition of the importance of providing for an organized transition.

ARTICLE V. MISCELLANEOUS.

5.1 Audit. Pursuant to Minn. Stat. 16C.05, Subd. 5, the Law Firm agrees that the books, records, documents, and accounting procedures and practices of the Law Firm or other party, that are relevant to the Agreement or transaction, are subject to examination by the City and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The Law Firm agrees to maintain these records for a period of six years from the date of termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement as of the date first written above.

THE CITY OF MANKATO

By: _____ Dated: _____
Najwa Massad, Mayor

By: _____ Dated: _____
Susan MH Arntz, City Manager

ECKBERG LAMMERS, P.C.

By: _____ Dated: _____
Joe Van Thomme