

## CONTRACT FOR CRIMINAL PROSECUTION LEGAL SERVICES

This CONTRACT FOR CRIMINAL PROSECUTION LEGAL SERVICES (the “Agreement”) is entered into by and between the City of Blaine (hereinafter “City”), 10801 Town Square Drive, Blaine, MN, 55449, and the law firm of Eckberg Lammers, P. C. (hereinafter “Law Firm”), 1809 Northwestern Avenue, Stillwater, MN, 55082, for the purpose of utilizing the Law Firm to provide criminal prosecution legal services to the City.

### RECITALS

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

2. The Law Firm agrees to provide criminal prosecution legal services to the City on a monthly flat fee retainer paid by the City to the Law Firm.

3. The monthly flat fee retainer rates identified in the proposal submitted by the Law Firm are as follows:

Year 1	(11/01/18 – 10/31/19)	\$19,500 per month
Year 2	(11/01/19 – 10/31/20)	\$20,000 per month
Year 3	(11/01/20 – 10/31/21)	\$20,500 per month
Year 4	(11/01/21 – 10/31/22)	\$21,250 per month
Year 5	(11/01/22 – 10/31/23)	\$22,000 per month

Expenses to be billed:

The City will reimburse the Law Firm for the actual, necessary and reasonable costs and expenses incurred by the Law Firm in the performance of the legal services contained in this Agreement. These costs and expenses include but are not limited to:

- Process Server Fees
- Court Filing Fees
- Court Reporter Transcription Fees

The Law Firm will not charge for the following:

- Office Supplies
- Printing Expenses
- Prosecution Meetings

**NOW, THEREFORE, IN CONSIDERATION OF** the mutual promises contained herein and other good and sufficient consideration, the parties hereto agree to the following:

**TERMS**

- 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 Manager, Police Chief, 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 Manager, Police Chief or other authorized staff; availability to answer staff questions by telephone.
  - c) Legal consultation and general support for the Mayor, Council Members, City Manager, Police Chief and other authorized staff on general criminal legal matters.
  - d) Provide 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 motions.
- m) Perform all legal research and prepare briefs when required.
- n) Try all jury and court cases.
- 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) Ensure proper notification and preparation of police officers and staff for trial.
- s) 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.
- t) Handle all criminal appeals and contested DWI forfeiture matters.
- u) Defend in court all litigation where no insurance coverage is available. This includes but is not limited to: (1) administrative actions and administrative citations; and (2) code enforcement issues.

**2. Conflict of Interest and Attorney/Client Privilege:**

- a) **Conflict of Interest:** The Law Firm will notify the City 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. In the event of a conflict, the Law Firm shall arrange for suitable alternative representation. The City will not be responsible for any conflict of interest expenses incurred.
- b) **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.

**3. Prosecution Services Billing Format, Cycle, Payment Expectations and Term of contract.**

- a. **Billing Format:** The Law Firm will submit monthly statements for criminal prosecution legal services rendered for the prior month, including expenses incurred.
- b. **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.
- c. **City Approval and Term of Contract:** The City Council authorizes the Law Firm to commence performing the services contemplated under this Agreement on November 1, 2018. The term of this Contract will be from November 1, 2018 to October 31, 2023. This contract may be terminated by either party upon sixty days written notice.

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**THE CITY OF BLAINE**

**ECKBERG LAMMERS, P.C.**

By: \_\_\_\_\_  
Tom Ryan, Mayor

By: \_\_\_\_\_  
Thomas J. Weidner

By: \_\_\_\_\_  
Clark Arneson, City Manager

Dated: \_\_\_\_\_, 2018

Dated: \_\_\_\_\_, 2018