

## AGREEMENT FOR PROSECUTION SERVICES

This Agreement for Prosecution Services (“**Agreement**”) is entered into by and between the CITY OF MARSHALL, a Minnesota municipal corporation, (“**City**”) and the law firm of QUARNSTROM & DOERING, P.A. (“**Law Firm**”) effective as of the 1<sup>st</sup> day of January 2023. In consideration of the mutual promises and conditions contained in this Agreement, the City and the Law Firm agree as follows:

1. **Appointment.** The City appoints the firm of Quarnstrom, & Doering, P.A. to serve as the City’s prosecutor, with Matthew B. Gross being assigned the chief prosecutor.
2. **Term and Termination.** This Agreement shall be effective from January 1, 2023 to December 31, 2024. During the term of this Agreement, either party may terminate this Agreement upon 60 days’ written notice to the other party. This Agreement supersedes and replaces any prior agreements for prosecution services between the parties, which shall be deemed terminated effect of December 31, 2022. The City remains responsible for paying for services provided under the prior agreement to the date of termination.
3. **Prosecution Services.** The Law Firm agrees to serve as the City’s prosecutor and to perform all services association with that position including, but not limited to, the following:
  - (a) Prosecute petty misdemeanors, misdemeanors, gross misdemeanor DWIs, and gross misdemeanor traffic violations for the City.
  - (b) Meeting with officers, answer questions, draft complaints, facilitate settlement offers, communicate with defense attorneys, attend Court hearings, and try cases as needed.
  - (c) All appellate work related to criminal cases.
  - (d) Criminal prosecution of City Code violations upon request.
4. **Forfeiture Matters.** Pursuant to statute, the prosecutor represents the City on forfeiture matters, including vehicle forfeiture and personal property forfeitures. Law Firm shall receive payment at rate of \$200 an hour, billed in no more than 15-minute increments, for representation of the City on various forfeiture matters resulting from criminal prosecutions.
5. **Compensation.** The City agrees to pay the Law Firm for all prosecution services it provides in accordance with the following.
  - (a) Retainer. The City shall pay the Law Firm a monthly retainer fee as follows:

Year	Monthly Payment
2023	\$5,684.71
2024	\$5,684.71

All prosecution services provided by the Law Firm, including its paralegals and other staff, shall be considered as being within the monthly retainer amount. The City shall not be responsible for paying any amounts beyond the monthly retainer amount, except for approved expenses and the hourly rate for forfeiture matters as provided herein.

- (b) Expenses. The City will reimburse the Law Firm for actual, necessary, and reasonable costs and expenses incurred by the Law Firm in the performance of prosecution services under this Agreement. These costs and expenses include, but are not limited to, courier and delivery charges, witness fees, service of process fees, and costs imposed by a court related to providing prosecution services, online legal research services, postage, document recording fees, and other actual costs of a similar nature. The Law Firm will not charge expenses for mileage.

**6. Billing.**

- (a) Billing Statements. The Law Firm will submit to the City a monthly billing statement for the monthly retainer amount. The statement will include a descriptor for each expense item billed to the City.
- (b) Billing Cycle. The Law Firm will bill monthly for legal services. Generally, bills will go out approximately 20-30 days after the end of the prior month and the City agrees to process and pay them in accordance with its usual invoice payment procedures.
- (c) Disputes. In the event that the City disputes any aspect of the Law Firm's invoice, the appropriate City representative will contact Matthew B. Gross at the Law Firm stating the nature of the dispute. The parties agree to work in good faith to resolve any such disputes.

7. **Insurance**. The Law Firm shall maintain professional liability (malpractice) insurance at a minimum coverage level of \$1,000,000 per claim, and \$3,000,000 annual aggregate. The Law Firm shall provide a current Certificate of Insurance to the City upon request.

8. **Attorney/Client Privilege**. The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception of such information.

9. **Conflict of Interest**. The Law Firm will notify the City as soon as practicable if the Law Firm represents an opposing party to the City in a legal matter.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by their proper officers and representatives as of the day and year first above written.

CITY OF MARSHALL, MINNESOTA

By \_\_\_\_\_  
Robert Byrnes  
Its Mayor

By \_\_\_\_\_  
Sharon Hanson  
Its City Administrator

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

QUARNSTROM & DOERING, P.A.

By \_\_\_\_\_  
Matthew B. Gross, Attorney

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

DRAFT