

**CONTRACT FOR CIVIL LEGAL SERVICES
EXTREME RISK PROTECTION ORDERS**

This CONTRACT FOR CIVIL LEGAL SERVICES – EXTREME RISK PROTECTION ORDERS (the "Agreement") is entered into by and between the City of Northfield, a Minnesota municipal corporation, 801 Washington Street, Northfield, MN 55057 (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 Civil Legal Services – Extreme Risk Protection Orders to the City.

RECITALS

A. The City and the Law Firm desire to enter into a contract for a term beginning August 1, 2026 through December 31, 2027, with the hourly rates outlined as follows:

Attorney Hourly Rate	\$350
Paralegal/Legal Assistant Hourly Rate	\$175

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 General Counsel Services: The parties agree to the following description of the nature of the legal services to be provided by the Law Firm to the City:

- Legal Representation at Extreme Risk Protection Order (ERPO) hearings
- Training, advising on processes, drafting of post-hearing orders, research, filing of exhibits and documents, appeals

1.2 Routine Phone Calls. As part of the Law Firm’s comprehensive civil legal services, no charges are imposed for routine phone calls. If a phone call evolves into a project or work item, that item will transition to the appropriate billing options.

ARTICLE II: REIMBURSABLE COSTS AND EXPENSES.

21 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 the legal services contained in this Agreement.

22 Specific Rates:

Mileage	No Charge
Postage, Courier/Delivery	Actual Cost
Process Server	Actual Cost
Messenger	Actual Cost
Court Costs/Filing Fees	Actual Cost
Arbitration Costs	Actual Cost
Other Contested Case Costs	Actual Cost
Westlaw Research Feese	No Charge
Publication Fees	Actual Cost
Document Recording & Closing Fees	Actual Cost

ARTICLE III: CONFLICT OF INTEREST AND ATTORNEY/CLIENT PRIVILEGE

3.1. 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.

3.2. 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.

3.3. Work Product: Pursuant to Rule 1.16(d) of the Minnesota Rules of Professional Responsibility, upon termination of the professional relationship all retained records, information, and materials prepared or developed in connection with the services provided shall be provided to the City.

3.4. 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.

ARTICLE IV: BILLING FORMAT, CYCLE, PAYMENT EXPECTATIONS, AND INTERESTS.

41 Billing Format: The Law Firm will submit monthly statements to the City, itemizing legal services rendered for the prior month broken down into easily understandable categories.

42 Billing Cycle: The Law Firm will bill monthly for legal services rendered in the prior month. Generally, bills will go out approximately 10 days after the end of the prior month.

43 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 bill.

44 Disputes: In the event that the City disputes any aspect of the Law Firm's bill, the appropriate City representative will contact Joseph Van Thomme at the Law Firm stating the nature of the dispute.

45 Term and Renewal:

- A. The City and the Law Firm desire to enter into a contract beginning August 1, 2026 until December 31, 2027.
- 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.

46 Authorized Contact Persons: Joseph Van Thomme will act as the lead attorney for the City. However, due to the nature and timelines associated with this work, other attorneys and staff from the firm will perform services under the contract.

47 City Approval: The Law Firm is authorized to commence performing services under this contract effective as of the date this agreement is fully executed by the parties.

ARTICLE V: MISCELLANEOUS PROVISIONS.

51 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.

52 Choice of Law and Venue. All issues concerning this Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Minnesota. All legal proceedings shall be venued in the County of Washington. The prevailing party in any dispute arising from or relating to this Agreement, whether by judgment, summary judgment, dismissal, settlement or otherwise, shall be entitled to an award of reasonable attorney's fees and costs from the non- prevailing party.

53 Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement, which cancels, supersedes and revokes all prior negotiations, representation and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

54 Modifications. This Agreement can only be modified in writing signed by the City and the Law Firm.

55 Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule, in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

56 Waiver. Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.

57 Headings. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

58 Third Party Rights. The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

(remainder of page intentionally left blank, signature page to follow)

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.

By: _____ Dated: _____
Erica Zweifel, Mayor

By: _____ Dated: _____
Lynette Peterson, City Clerk

ECKBERG LAMMERS, P.C.

By: _____ Dated: _____