



AGENDA ITEM #8.2

REPORT TO CITY COUNCIL

Report Prepared by: Jen Anderson – PLPD Office Manager

Date: October 4, 2016

Subject: Mallie Law Office Prosecution Agreement

Report: Attached is the 2017 Prosecution Agreement for prosecution services provided by Mallie Law Office. This Agreement remains the same as the previous year.

Council Action Requested: Council motion approving the 2017 Prosecution Agreement with Mallie Law Office in the amount of \$875 per month.

PROSECUTION AGREEMENT

WHEREAS, the City of Pequot Lakes is desirous of having Mallie Law Office P.A. provide prosecution services for the petty misdemeanor, misdemeanor and applicable gross misdemeanor offenses arising out of its jurisdiction and,

WHEREAS, Mallie Law Office, P.A. is willing to provide such prosecution services,

NOW, THEREFORE, pursuant to the mutual agreement between the City of Pequot Lakes and Mallie Law Office, P.A. both parties consent to the following:

I

That said agreement shall be effective commencing on January 1, 2017 and shall continue through December 31, 2017.

II

Matthew R. Mallie agrees to provide prosecution services pursuant to the following agreement:

That the City of Pequot Lakes shall pay a base fee to Mallie Law Office P.A. of \$875 per month.

III

That Mallie Law Office P.A. shall receive compensation for any vehicle forfeitures pursuant to Minnesota Statute 169A.63, Subdivision 10, (b)(2). In the event this statute subdivision is repealed or is inapplicable future compensation for legal services related to vehicle forfeitures shall be subject to negotiation.

IV

That Mallie Law Office may withdraw from this agreement at any time and without penalty if Mallie Law Office, P.A. will cease to be incorporated or upon the death, incapacity, or disability of Matthew R. Mallie.

V

This agreement may be terminated at any time by mutual agreement of both parties or as provided in paragraph IV.

VI

This agreement may be modified, altered or changed at any time by mutual agreement of the parties.

VIII

Any disagreements or disputes that arise out of this contract may be resolved through arbitration with an arbitrator to be chosen with and by the agreement of both parties, the City of Pequot Lakes and Mallie Law Office, P.A.

Date this _____ day of _____ 2016.

CITY OF PEQUOT LAKES

By: _____
Its: Mayor

By: _____
Its: Chief of Police



Matthew R. Mallie
Attorney at Law
President of Mallie Law Office, P.A.