

RESOLUTION NO. 34-2024

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND HARRIS, SOMMER & PEPPARD, LLC FOR CITY PROSECUTOR SERVICES.

WHEREAS, the City of Clinton requested Statements of Qualifications for City Prosecutor; and

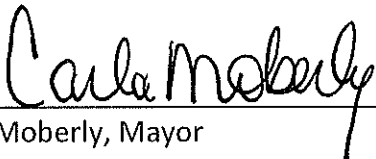
WHEREAS, the Mayor has appointed Harris, Sommer & Peppard, LLC, (the firm), with the consent of a majority of the members elected to the City Council, for the services of City Prosecuting Attorney, with principal work to be performed by K. Adam Sommer;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. The Agreement for Prosecution Services with Harris, Sommer & Peppard, LLC (Exhibit A) is hereby approved.

Section 2. The Mayor and city staff are hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this 17th day of December, 2024



Carla Moberly, Mayor

ATTEST



Wendee Seaton, City Clerk



**AGREEMENT FOR PROSECUTION SERVICES
FOR CITY OF CLINTON, MISSOURI**

This agreement is entered into this 19 day of December 2024 by and between Harris, Sommer & Peppard, LLC, (the firm) for the services of City Prosecuting Attorney, with principal work to be performed by K. Adam Sommer, and the City of Clinton, Missouri (client) in order to set forth in writing the Attorney's responsibilities and the obligations of the Client.

Services Identification. Municipal prosecution services for the City of Clinton, Missouri. The firm shall provide monthly coverage at all municipal prosecution dockets, along with access to attorney Sommer via phone and email for needs of law enforcement officers as they arise, provide contact and officer updates and training, prepare all files for trial as necessary and ensure the good faith execution of the Ordinances of the City of Clinton, Missouri. Service includes regular attendance at municipal court dockets in the City of Clinton along with prosecutor services for all De Novo appeals which may be filed in the Circuit Court of Henry County, Missouri and any other appeals therefrom. Court will be held on Thursdays based on the schedule to be provided, and coverage for De Novo appeals as they arise.

Responsible Attorney. K. Adam Sommer is the Attorney who is primarily responsible for the Client's legal work. The other Attorneys in the office will, on occasion, help with the Client's legal matters. The firm may assign, from time to time, another attorney to provide services for a docket or review for De Novo trial or any appeals, any of which shall be an associate or member of the firm that is party to this agreement. The support staff will share responsibility for your file. If the attorneys are not able to take your telephone calls or see you without an appointment, please discuss your problem with the support staff. You should understand that your Attorneys have numerous client files and he may not be able to talk with you on the telephone when it is convenient for you. If you come in to the office to see your Attorneys without an appointment many times he will not be able to talk with you.

Legal Fees. Client shall pay for all services on hourly accrual based on work performed as required. The hourly rate shall be set at \$150.00 per hour which shall be based on the nearest tenth hour increment available to the time expended. Attorney shall provide monthly statement of work performed to City for payment after services. Legal Fees may be renegotiated prior to renewal period, which is described below, by the firm providing written notice of intent for the same which shall be delivered to the City Administrator via email no later than 60 days prior to the natural renewal date of this agreement. The firm acknowledges that any such rate change must be approved by the City and that such request may result in City's issuance of request for proposals.

Expenses. Any such need shall be presented to the City on a case by case basis, if they arise and would be related to the cost of prosecution of a case that may be required including expert deposition costs or other needs including for De Novo appeals. The firm shall not incur any such expenses without prior written authorization from the City.

Payment of Fees. City will tender payment for services upon the first available payment date after services are rendered based on the regular meeting schedule of the City of Clinton.

Files: City shall maintain all files and filing for municipal dockets and charges. Attorney

is not tasked with providing clerical support for the execution of municipal court and City will provide staff time appropriate for the entry and electronic filing and data entry for tickets upon approval by Attorney after review.

E-Mail Communication. E-mail is often important for quick, efficient communication between the Attorney and the Client, or when appropriate, the Attorney and other persons. However, e-mail communication is not a secure method of communication. It is possible that an e-mail sent to or from the Attorney or the Client, or between the Attorney and other persons, could be copied and retained by another computer through which it might pass during such communication. Also, persons not participating in an e-mail might intercept it by improperly accessing the computer of either the Client, the Attorney or other person, or even a computer not directly connected to the participants but through which the e-mail is passed during the communication. Understanding the benefits and risks, the Client agrees that the Attorney may use e-mail communication in handling the Client's case and accepts the risks of e-mail not remaining secure and confidential.

Party expectations. Both parties hereto shall act in good faith with the other at all times.

Scope of Representation. This agreement is limited to the municipal prosecution services as described hereinabove with the addition of unlisted ancillary or ministerial duties as may arise from time to time as a City prosecutor.

Termination & Continuation. Either party may terminate services at any time without cause upon providing sixty (60) day written notice to the other. Unless this agreement is terminated it shall renew automatically one year from the date of signature herein.

THIS IS A LEGALLY BINDING AGREEMENT AND SHOULD NOT BE SIGNED BEFORE READING IT CAREFULLY.

HARRIS, SOMMER & PEPPARD, LLC


K. ADAM SOMMER, MEMBER


DATE: 12/19, 2024


CITY OF CLINTON
CITY ADMINISTRATOR

DATE: 12/18, 2024


CITY OF CLINTON
MAYOR

DATE: 12/18, 2024


CITY OF CLINTON
CLERK

DATE: 12/18, 2024