



# Board of County Commissioners Agenda Request

26  
Agenda Item #

**Requested Meeting Date:** 12/6/16

**Title of Item:** Re-Authorization of Agreement for Proeseuction Services

|   |   |  |
|---|---|--|
| <input type="checkbox"/> REGULAR AGENDA<br><input checked="" type="checkbox"/> CONSENT AGENDA<br><input type="checkbox"/> INFORMATION ONLY  | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft) | <input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><small>*provide copy of hearing notice that was published</small> |
| <b>Submitted by:</b><br>James P. Ratz   |   | <b>Department:</b><br>Aitkin County Attorney   |
| <b>Presenter (Name and Title):</b><br>James P. Ratz   |   | <b>Estimated Time Needed:</b><br>N/A   |
| <b>Summary of Issue:</b><br><br>Re-authorization of Agreement for Prosecution Services Between the City of Aitkin and the Aitkin County Attorney's Office.  |   |  |
| <b>Alternatives, Options, Effects on Others/Comments:</b><br><br>   |   |  |
| <b>Recommended Action/Motion:</b><br>Approve Agreement and authorize signatures.  |   |  |
| <b>Financial Impact:</b><br>Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>What is the total cost, with tax and shipping? \$ N/A<br>Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No    Please Explain: |   |  |

**AGREEMENT FOR PROSECUTION SERVICES BETWEEN THE  
CITY OF AITKIN AND THE AITKIN COUNTY ATTORNEY'S OFFICE**

THIS AGREEMENT is made by and entered into between the City of Aitkin ("City"), a municipal corporation organized under the laws of the State of Minnesota, and the County of Aitkin ("County"), a political subdivision of the State of Minnesota through its County Attorney's Office, for the prosecution of statutory gross misdemeanor, misdemeanor, and petty misdemeanor violations, along with the corresponding civil forfeitures, and also for the prosecution of municipal ordinance violations.

WHEREAS, Minnesota Statutes section 484.87, subdivision 3, provides that statutory gross misdemeanors, misdemeanors, petty misdemeanors, and municipal ordinance violations must be prosecuted by the attorney of the statutory or home rule charter city where the violation is alleged to have occurred;

WHEREAS, Minnesota Statutes section 484.87, subdivision 3, also provides that the statutory or home rule charter city may enter into an agreement with the county board and the county attorney to provide prosecution services for statutory gross misdemeanors, misdemeanors, petty misdemeanors, and municipal ordinance violations;

WHEREAS, the City of Aitkin wishes to enter into an agreement with the Aitkin County Board and the Aitkin County Attorney's Office to provide prosecution services for statutory gross misdemeanors, misdemeanors, petty misdemeanors, and municipal ordinance violations;

NOW, THEREFORE, in consideration of the covenants contained herein, it is hereby agreed by and between the City of Aitkin, through its Council, the County of Aitkin, through the Board of Commissioners and the Aitkin County Attorney's Office, to the following:

1. Enabling Authority

Minnesota Statutes section 484.87, subdivision 3, authorizes the City of Aitkin to enter into an agreement with the County of Aitkin and the Office of the Aitkin County Attorney to provide for prosecution services for criminal offenses.

2. Services

The Aitkin County Attorney's Office shall prosecute statutory gross misdemeanors, misdemeanors, petty misdemeanors, and criminal municipal ordinance violations, as well as all municipal traffic and parking ordinance violations allegedly occurring within the jurisdiction of the municipality. Prosecution services also include criminal appeals, forfeitures of motor vehicles, crime victim services and notifications, preparation and/or review of search warrants during traditional business hours, weekends and holidays, and

telephone calls for consultation, or for approval of probable cause to detain on weekends, holidays, and after traditional business hours.

### 3. Term

Prosecution services shall be rendered by the Aitkin County Attorney's Office commencing January 1, 2017, and extending through December 31, 2018.

### 4. Payment for Services

- 4.1 In consideration for the prosecution services being rendered the County Attorney's Office shall collect \$1,933.34 dollars per month from the City of Aitkin.
- 4.2 The Aitkin County Attorney's Office shall receive the statutory proceeds distributed to the prosecuting authority for handling forfeitures. In the event the current relevant forfeiture statutes are repealed or modified by official action, the coverage of forfeitures and the corresponding compensation for said forfeitures shall be subject to re-negotiation.
- 4.3 The City of Aitkin shall continue to receive all of funds statutorily allocated to it pursuant to Minnesota Statutes section 484.90, subdivision 6.
- 4.4 The City of Aitkin shall reimburse the Aitkin County Attorney's Office for out-of-pocket costs including, but not limited to, court filing fees, appellate brief copying and binding, service of subpoenas, recording fees, significant postage costs, and mileage.

### 5. City Ordinances

The City shall forward all current City ordinances to the Aitkin County Attorney's Office along with each and every ordinance's corresponding MNCIS offense code tables (required by the state's Local Ordinance Validation Project). The City shall immediately inform the Aitkin County Attorney's Office of any changes or amendments to any of the City's ordinances and provide its updated corresponding MNCIS offense code table.

### 6. Data

All data collected, created, received, maintained, or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act or the applicable Rules of Court, and shall only be shared pursuant to the laws governing that particular data.

7. Audit

Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the parties agree that the State Auditor or any duly authorized representative at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures related to the Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.

8. Indemnification

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorneys' fees which the other party, its officers and employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or mission of the party, its officers or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney fees, involving or reasonably likely to involve the other party, and arising out of acts or missions related to this Agreement.

9. Governing Law

This Agreement shall be governed by the laws of the State of Minnesota.

10. Termination

This Agreement shall terminate of its own accord without further action taken or by notice given by either party on or before October 31, 2018.

Either party may terminate this Agreement with or without cause by giving thirty (30) days written notice to the other party. In such event, the Aitkin County Attorney's Office shall be entitled to compensation from the City for the services provided up until the effective date of the termination.

11. Merger and Modification

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated, or attached and are deemed to be part of this Agreement.

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

CITY OF AITKIN

By: \_\_\_\_\_

Mayor

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

11-21-16

Attest: \_\_\_\_\_

City Clerk

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

11-21-16

Approved by:

By: \_\_\_\_\_

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

Counsel for City of Aitkin

COUNTY OF AITKIN

By: \_\_\_\_\_

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

Chairperson/Aitkin County Board of Commissioners

Attest: \_\_\_\_\_

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

Aitkin County Administrator

Approved by:

By: \_\_\_\_\_

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

James P. Ratz, Aitkin County Attorney

11/29/2016