



JANELLE P. KENDALL

Stearns County Attorney

September 2, 2015

SEP 03 2015

City of Rockville
Attn: Rena Weber, City Administrator
PO Box 93
209 Broadway Street East
Rockville MN 56369

Re: Criminal Prosecution Contract for 2016-2017

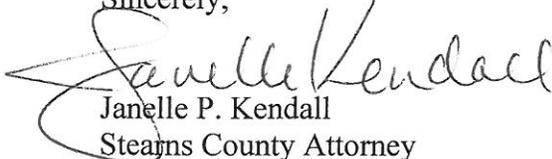
Dear Ms. Weber:

The Stearns County Attorney's Office prosecutes violations of Minnesota's state statutes concerning misdemeanors and petty misdemeanors for the City of Rockville. Based on our conversations over the years as well as our own experiences, this has been a mutually efficient and cost-effective way to provide professional prosecution services to your city. Since our current contract ends December 31, 2015 I am writing to present you with a proposal to extend this contract beyond that date.

As you may know, our basic rate structure for the ten cities with which we contract to provide these services has not changed since 2008. Since that time my staff members have received some pay and benefits adjustments. They have also grown in experience and efficiency. As a result our bid for prosecution services for 2016-2017 is \$16,500 per year. This includes victim and witness assistance, civil asset forfeiture, appellate representation on these cases, law enforcement training, and 24/7 availability for law enforcement questions. You have averaged 114 cases per year over the last 4 years. With 105 cases so far this year you may reach 165 cases in 2015. This bid amount is based on 125 files per year (plus or minus 25 files). Since the number of cases you've averaged over time is lower than this year's pace I am confident that this contract rate is fair and reasonable to both the city and to the county under the circumstances. As has been the case in past years, this rate is guaranteed not to increase through the duration of this contract.

Despite the lack of major changes, please re-familiarize yourself with the contract. If you have any questions or concerns, please do not hesitate to contact me or Chief Deputy County Attorney Matthew Quinn at the number below.

Sincerely,



Janelle P. Kendall
Stearns County Attorney

JPK/MMQ/lmk
Enclosure

AGREEMENT FOR PROSECUTION SERVICES

THIS AGREEMENT is made and entered into by and between the COUNTY OF STEARNS and the STEARNS COUNTY ATTORNEY, hereinafter referred to as the "County," and the CITY OF ROCKVILLE, MINNESOTA, hereinafter referred to as the "Municipality;"

WHEREAS, the Municipality desires to engage the services of the County to prosecute petty misdemeanor, misdemeanor and gross misdemeanor criminal and traffic offenses, including criminal and traffic state law violations and criminal and traffic probation violations that arise under state law which occur within the jurisdiction of the Municipality;

WHEREAS, Minn. Stat. § 484.87, subd. 3, allows for a Municipality to enter into an Agreement with the County Board and the County Attorney for the County to provide such prosecution services for criminal offenses that occur within the Municipality. Said "Prosecution Services" include the following: (1) prosecuting petty misdemeanor, misdemeanor and gross misdemeanor criminal and traffic offenses arising under state law and criminal and traffic probation violations that occur within the jurisdiction of the Municipality; (2) giving advice and guidance on prosecution matters, procedures and policies to Municipal law enforcement relating to criminal prosecutions; (3) providing P.O.S.T. accredited law enforcement training for the Municipality law enforcement officers when such training is being provided or sponsored by the County; (4) providing victim assistance and services mandated by Minn. Stat. Chapter 611A; (5) completing criminal appeals before the Minnesota appellate courts on matters arising under state law which occur within the jurisdiction of the Municipality and, (6) providing administrative advice and assistance and legal services in district court and Minnesota's courts of appeal related to civil administrative and judicial forfeitures originated within the Municipality;

WHEREAS, logistically, functionally and financially such an Agreement is mutually beneficial to both the County and Municipality.

NOW, THEREFORE, in consideration of the mutual covenants and understandings contained herein, the County and Municipality enter into the following Agreement:

1. TERM AND COST OF THE AGREEMENT

- A) The County will provide the Municipality with the prosecution services above-referenced for cases that occur within the jurisdiction of the Municipality. This Agreement will continue for the calendar years 2016 and 2017. Any Agreement for prosecution services for future years will be finalized by November 1 of the year before such service is to commence. If such an Agreement is not reached, this Agreement will expire on January 1 of the following year.
 - i) For calendar year 2016, the Municipality will pay \$16,500 (sixteen thousand five-hundred dollars) to the County, said money to be used to fulfill this Agreement, including the payment of salary, benefits, and other costs incurred by the County in performance of its obligations hereunder for calendar years 2016. Municipality will pay County one-half on May 15 of each contract year, and one-half on October 15 of each contract year.

ii) For calendar year 2017, the Municipality will pay \$16,500 (sixteen thousand five-hundred dollars) to the County, said money to be used to fulfill this Agreement, including the payment of salary, benefits, and other costs incurred by the County in performance of its obligations hereunder. Municipality will pay County one-half on May 15 of each contract year, and one-half on October 15 of each contract year.

B) The County will provide all prosecution services, administrative services, overhead, secretary and paralegal support in fulfilling its obligations under and for the term of this Agreement. The Municipality will forward all law enforcement files to the County at no charge to the County.

2. **MODIFICATION**

Any alteration, modification, amendment or waiver of provisions of the Agreement shall be valid only when it has been reduced to writing and signed by representatives of all parties.

3. **TERMINATION OF AGREEMENT**

Either party may terminate this Agreement at any time, with or without cause, upon 60 days notice, in writing, delivered by certified mail or in person to the City Clerk for the Municipality or County Attorney for the County. During the term of this Agreement, the County will not increase the fees stipulated to in this Agreement. Unless a separate written agreement is reached, on expiration or termination of this contract, the Municipality's new attorney(s) will undertake representation of the Municipality in all matters then filed, pending, or otherwise before the Court as a result of the County's representation of the Municipality. On expiration or termination of this contract, at the Municipality's request, the County will electronically duplicate and deliver files that were the subject of representation pursuant to this agreement to the Municipality in the electronic format that suits the business needs and practices of the County.

4. **INTEGRATION**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

5. **SERVICES SPECIFICALLY EXCLUDED**

The Parties acknowledge and agree that the County will not prosecute violations of local ordinances adopted by the Municipality. Local ordinance enforcement remains the sole responsibility of the Municipality. The Parties further acknowledge and agree that as a term or condition of this contract, the County will not provide representation to the Municipality on criminal prosecution related matters, if any, venued in any federal district or federal appellate court. Likewise, the County will not provide representation or advice or otherwise participate in any administrative citation process, regardless of statutory authorization for such programs.

6. **RELEASE AND INDEMNIFICATION**

The Parties further acknowledge and agree that the County will not indemnify in any way or defend civil claims for damages or any other cause(s) of action alleging wrongdoing by the County on behalf of the Municipality, whether in federal or state court, if any, arising in relation to any criminal prosecution or administrative or judicial forfeiture action undertaken by the County on behalf of Municipality. The Municipality remains solely responsible for defense of such claims, including but not limited to civil litigation expenses, settlement costs, and court ordered awards.

IN WITNESS WHEREOF, the Municipality, by motion duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Clerk; and the County of Stearns, by the County Board of Commissioners, has caused this Agreement to be signed by the Chair Person and Clerk of said Board, and by the Stearns County Attorney, effective on the date and for the duration as above-referenced.

Dated: _____

CITY OF ROCKVILLE

By: _____
Mayor Jeff Hagen

Attest: _____
Rena Weber
City Administrator

Dated: _____

COUNTY OF STEARNS

By: _____
Leigh Lenzmeier, Chair
Stearns County Board

By: _____
Randy Schreifels
County Auditor-Treasurer

Dated: 8-27-15

STEARNS COUNTY ATTORNEY

By: Janelle P. Kendall
Janelle P. Kendall
County Attorney