

Watertown City Council

September 27, 2022

Agenda Item: Prosecution Contract with the Carver County Attorney**Request for Action:** Approve Prosecution Contract with Carver County Attorney's Office**Employee/Dept.:** Jake Foster, City Administrator**Background:**

The City of Watertown has maintained a contract with the Carver County Attorney's Office for prosecution services for several years. This contract addresses the City's criminal caseload and functions with little direct staff support. The rate is calculated based on a 3-year caseload average among all participating Carver County cities. In 2023, Watertown's percentage will increase slightly (.32%), increasing the cost of services from \$5,205.08 to \$5,703.03 or \$497.98 annually.

Staff recommends approval of the contract for services

Budget Impact:

An additional budget impact of \$497.98 from 2022.

Funding Source:

General Fund

Attachments:

2023 Contract for Services

2023 Prosecution Contract Presentation

2023 PROSECUTION CONTRACT

THIS JOINT POWERS AGREEMENT is made and entered into between the Carver County Attorney, the Carver County Board of Commissioners, a political subdivision of the State of Minnesota, and the City of Watertown, a municipal corporation organized under the laws of the State of Minnesota, to provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Watertown and also to provide for prosecution of municipal traffic and parking ordinance violations.

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, Minnesota Statutes Section 484.87, Subdivision 3, provides that statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and municipal ordinance violations in the counties of Anoka, Carver, Dakota, Scott and Washington shall be prosecuted by the attorney of the municipality where the violation is alleged to have occurred and further provides that municipalities may enter into three party agreements with the County Board and the County Attorney to provide for prosecution services for criminal offenses; and

WHEREAS, each of the parties hereto desires to enter into this Joint Powers Agreement and has, through the actions of its respective governing bodies, been duly authorized to enter into this Joint Powers Agreement for the purposes hereinafter stated;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the County of Carver, through the Board of Commissioners, the Carver County Attorney, and the City of Watertown, through its Council, that:

1. Enabling Authority.

Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes Section 484.87, Subdivision 3 authorizes the City of Watertown to enter into an agreement with the County of Carver and the Office of the Carver County Attorney to provide for prosecution services for criminal offenses.

2. Purpose

Provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Watertown and also to provide for prosecution of municipal traffic and parking ordinance violations.

3. Services.

The Carver County Attorney's Office shall prosecute statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and, any other criminal municipal ordinance violation. The Carver County Attorney shall also prosecute all municipal traffic and parking ordinance violations allegedly occurring within the jurisdiction of the municipality and within Carver County.

4. Term.

Prosecution services shall be rendered by the Carver County Attorney's Office commencing January 1, 2023, and extending through December 31, 2023.

5. Payment for Services.

In consideration for prosecution services being rendered, the County shall collect one-half (1/2) of all funds allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(1) (fines that the court administers allocates 100% to the fines to the city or town in which the offense was committed) and one-third (1/3) allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(2) (fines that the court administers allocates two-thirds to the fines to the city or town in which the offense was committed). An additional surcharge calculated on the percentage of cases and fine revenue in the amount of \$5,703.06 is to be paid by the City of Watertown to the Carver County Attorney's Office in four equal installments by April 15, 2023, July 15, 2023, October 15, 2023 and January 15, 2024.

6. Ordinances.

The City shall forward current traffic ordinances to the Carver County Attorney's Office and immediately inform the County Attorney of any changes made during the contract period.

7. 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, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.

8. Audit.

Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that 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 this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.

9. 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 attorney's fees which the other, its officers and employee may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement *to* indemnify and hold harmless does not constitute a waiver by any participant *of* limitations on liability provided under Minnesota Statutes Section 466.04.

It is further understood that Minnesota 471.59, Subd. 1a applies to this Agreement. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes Section 471.59, Subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

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's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

10. Nonwaiver, Severability and Applicable Laws.

Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability.

If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

The laws of the State of Minnesota apply to this Agreement.

11. Termination.

This Agreement shall terminate of its own accord without further action taken or notice given by either party at midnight, December 31, 2023.

12. 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.

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IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its

appropriate officers and with the consent and approval of its appropriate governing bodies.

CITY OF WATERTOWN

IN PRESENCE OF:

BY: _____
Mayor

City Administrator

Date: _____

Date: _____

COUNTY ATTORNEY

Mark Metz
Carver County Attorney

Date: _____

IN PRESENCE OF:

COUNTY OF CARVER

BY: _____
Dave Hemze
County Administrator

Date: _____

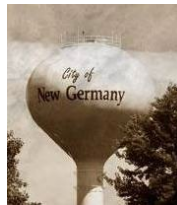


2023 Prosecution Contract

Carver County Attorney's Office

Who We Serve

- Carver
- Chaska
- Cologne
- Hamburg
- Mayer
- New Germany
- Norwood
- Young America
- Victoria
- Waconia
- Watertown



Determination of Contract Fees

County Attorney Staff Costs	\$178,928
<i>Less Total Fine Revenue paid to Carver County Attorney's office in 2021</i>	<i>(\$ 76,084)</i>
<i>Contract Cost Allocation</i>	<i>(\$ 27,182)</i>
Equals Total Surcharge to be paid in 2023	\$ 75,660

Participating cities pay surcharge quarterly per their three-year case load average (see chart later in presentation) Surcharge includes 4.0% county personnel cost allowance

Cases by Location (2019 – 2021)

Cases listed: Adult (PM/MD/GM)				Updated: 04/19/2022	
	2019	2020	2021	3 Yr Avg	% Total
Carver	66	52	77	65	7.18%
Chaska	477	377	345	400	44.15%
Cologne	26	12	13	17	1.88%
Hamburg	7	8	4	6	0.70%
Mayer	22	22	22	22	2.43%
New Germany	7	8	5	7	0.74%
Norwood Young America	71	77	41	63	6.96%
Victoria	93	82	53	76	8.39%
Waconia	183	187	176	182	20.10%
Watertown	64	79	60	68	7.47%
	1,016	904	796	905	100.00%

Usage and Rate Comparison

With usage change	2022	2023		2022	2023	
and 4.0% increase	Contract	Contract	Change	Contract	Contract	Change
	3 Yr Avg	3 Yr Avg	+/-	Rate	Rate	+/-
Carver	5.90%	7.18%	1.28%	\$4,289.37	\$7,318.93	\$ 3,029.56
Chaska	47.40%	44.15%	-3.25%	\$34,483.64	\$32,792.60	\$ (1,691.03)
Cologne	2.02%	1.88%	-0.14%	\$1,469.95	\$1,235.66	\$ (234.29)
Hamburg	0.60%	0.70%	0.10%	\$433.76	\$380.20	\$ (53.55)
Mayer	1.95%	2.43%	0.48%	\$1,421.76	\$2,091.12	\$ 669.37
New Germany	0.76%	0.74%	-0.02%	\$554.24	\$475.26	\$ (78.99)
Norwood Young America	6.69%	6.96%	0.27%	\$4,867.71	\$3,897.09	\$ (970.62)
Victoria	9.37%	8.39%	-0.98%	\$6,819.61	\$5,037.70	\$ (1,781.91)
Waconia	18.15%	20.10%	1.95%	\$13,205.47	\$16,728.98	\$ 3,523.51
Watertown	7.15%	7.47%	0.32%	\$5,205.08	\$5,703.06	\$ 497.98
				\$ 72,750.59	\$ 75,660.61	\$ 2,910.02

County Attorney Update:

- Veteran's Court
- Drug Court
- Opioid Settlement
- Other trends in the County Attorney's Office

Our Office

Mark Metz, County Attorney

Peter Ivy, Chief Deputy

Rhonda Betcher, Executive Assistant

John Rekow, Law Office Manager

Nancy Yates, Victim Witness Manager

1 Victim Witness Coordinator

1 Victim Witness Legal Admin

17 Assistant County Attorneys

2.5 Paralegals

6 Legal Administrative Assistants

1 Administrative Assistant

