

AGREEMENT FOR PROSECUTORIAL SERVICES

This Agreement is made this ____ day of _____, 2016, by Georgetown Charter Township, a Michigan municipal corporation, 1515 Baldwin Street, Jenison, Michigan 49429 (“Township”) and the County of Ottawa, a Michigan municipal corporation, (“Ottawa County”) for and on behalf of the Ottawa County Prosecutor, 414 Washington Avenue, Grand Haven, Michigan 49417 (“Ottawa County Prosecutor”), with reference to the following facts and circumstances:

A. The Township has adopted and enforces local ordinances. Violations of the ordinances may be criminal misdemeanors, civil infractions or municipal civil infractions.

B. The State of Michigan encourages cooperation and service sharing between local government units like the Township and Ottawa County, and intends to consider such cooperation and service sharing in its decisions about distribution of the State of Michigan revenue sharing funds.

C. The Township has requested that the Ottawa County Prosecutor provide prosecutorial services for its local ordinances (as described and defined in this Agreement) and has agreed to reimburse Ottawa County for these services.

D. Ottawa County and the Ottawa County Prosecutor desire to provide the prosecutorial services subject to the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the mutual promises and representations set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Prosecutorial Services:** The Ottawa County Prosecutor’s Office will provide prosecutorial services to the Township including the prosecution of all criminal ordinance

violations, traffic ordinance offenses, and civil infraction ordinance violations occurring within the Township (but not zoning ordinance violations) for which an arrest is made or a citation or notice issued by any authorized official or employee and, as may apply, representing the Township in appeals of an ordinance prosecution from a magistrate to the district court (“prosecutorial services”). In consideration for the provision of the prosecutorial services, the Township shall pay to Ottawa County the amount of \$90.00 per case upon the conclusion of the case (for each case for which a separate docket number was assigned).

2. Additional Services: The Ottawa County Prosecutor’s Office shall also perform all of the traditional services of a prosecuting attorney in its provision of the prosecutorial services including:

a. Providing at no additional charge to the Township:

- (1) Rendering legal advice, when requested by the responsible law enforcement department for the Township and/or the Ottawa County Sheriff’s Office, on a 24 hour/7 days per week basis (insofar as possible) regarding all law enforcement matters.
- (2) Rendering legal advice to the Township’s/Ottawa County Sheriff’s Office employees with regard to ordinance violations.
- (3) Offering consultation with the Township’s/Ottawa County Sheriff’s Office’s employees concerning the filing of charges.
- (4) Reviewing complaint requests, arrest and search warrants and matters related to criminal charges, and preparing relevant legal documents as necessary.
- (5) Conducting all court hearings and providing all legal advice necessary to obtain search warrants.
- (6) Preparing for and conducting all court hearings and motions scheduled in any case within the scope of this Agreement and any appeal thereof, consistent with local practices and needs as determined by the Prosecutor.

(7) Preparing and conducting all hearings, pretrials, and trials in any case within the scope of this Agreement, whether such trial shall be by bench or by jury, and any appeal thereof.

(8) Keeping informed of new developments in criminal law and criminal procedures.

(9) Handling all forfeitures pursuant to the Michigan Controlled Substances Act on behalf of the Ottawa County Sheriff's Office.

(10) Providing all necessary secretarial and clerical services to perform the services required under this Agreement.

(11) Consulting as may be necessary with the Township Manager regarding performance under this Agreement.

b. The inclusion of any services by specific reference in this Agreement is not intended as an exclusion of other services necessary and proper to fulfillment of this Agreement.

c. All decisions with respect to the manner in which to provide the prosecutorial services as provided for in this Agreement, are and shall be decisions solely subject to the professional judgment, discretion, and determination of the Ottawa County Prosecutor.

4. Qualified Staff: All Ottawa County employees engaged in the performance of this Agreement shall be professional in conduct and appearance, and be trained, qualified, and, if necessary, licensed by the State Bar of Michigan to perform the prosecutorial services.

5. Payment for Services Provided: Consistent with Paragraph 1, Ottawa County shall provide monthly invoices for prosecutorial services concluded during the past month. The monthly invoices from Ottawa County will be processed and paid within thirty (30) days of receipt by the Township.

6. **County Expenses:** Ottawa County will be reimbursed on a monthly basis for the reimbursable expenses set forth in Exhibit "A" hereto. All expenses will be billed to the Township in such detail and/or with sufficient supporting documentation as may be reasonably required by the Township.

7. **Independent Contractor:** At all times and for all purposes under this Agreement, the relationship of Ottawa County, the Ottawa County Prosecutor, and the Ottawa County Prosecutor's Office to the Township shall be that of an independent contractor(s). All employees of Ottawa County who perform services under this Agreement shall be and remain employees of Ottawa County subject to the discipline, supervision, direction, policies and control of Ottawa County and the Ottawa County Prosecutor.

8. **Insurance:** Each party will include the other as well as their employees, officers, and agents as additional named insureds to the extent permitted by law on a general liability policy of insurance and the Township shall further maintain coverage for Ottawa County and the Ottawa County Prosecutor and their offices and employees covering challenges to the constitutionality of any ordinance or procedure of the Township, under the United States Constitution or the Constitution of the State of Michigan. Ottawa County will maintain professional liability insurance coverage for the lawyers providing prosecutorial services in an amount not less than \$1 million per occurrence. Written proof of the existence of such insurances will be supplied by the parties prior to the effective date of this Agreement, and at such times during the term thereafter as the parties may reasonably require.

9. **Term of Agreement:** The effective date of this Agreement shall be _____. This Agreement shall continue in effect from the effective date through _____. It may be renewed thereafter for up to five (5) successive one (1) year terms, by mutual written agreement

of the parties, entered into not later than June 1, 2016, and not later than June 1 of each expiring one (1) year term thereafter. The Township may terminate this Agreement at any time, in its sole discretion upon thirty (30) days written notice and Ottawa County shall be paid for the prosecutorial services performed in accordance with the provisions of this Agreement up until the time of such termination. In the event of termination, the Ottawa County Prosecutor shall cooperate fully in transitioning all pending matters to such legal counsel designated by the Township.

10. Miscellaneous:

a. Section Headings. The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

b. Severability. If any one or more of the provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

c. Entire Agreement and Amendment. In conjunction with matters considered herein this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertaking by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended, modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim,

contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

d. Terms and Conditions. The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

e. Execution of Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

In witness whereof the parties have executed this Agreement as of the effective date set forth herein.

GEORGETOWN CHARTER TOWNSHIP

By: _____

Its: _____

By: _____

Its: _____

OTTAWA COUNTY

By: _____

Joseph S. Baumann

Its: Chairperson, Board of Commissioners

By: _____

Justin F. Roebuck

Its: County Clerk/Register of Deeds

**OTTAWA COUNTY
PROSECUTOR'S OFFICE**

By: _____

Ronald J. Frantz

Its: Prosecuting Attorney

EXHIBIT "A"
EXPENSES

DRAFT