



AGENDA ITEM #8.1

REPORT TO CITY COUNCIL

Report Prepared by: Jen Anderson, PLPD Office Manager

Date: December 3, 2019

Subject: Severson Porter Law Prosecution Agreement

Report: Attached is the 2020-2022 Prosecution Agreement for the prosecution services of Severson Porter Law at the cost of \$922.50 per month. Please note that this is a three year agreement whereas in the past we have had one year prosecutorial agreements.

Council Action Requested: Council motion approving the 2020-2022 Prosecution Agreement with Severson Porter Law.

PROSECUTION AGREEMENT

WHEREAS, the City of Pequot Lakes is desirous of having Severson Porter Law provide prosecution services for the petty misdemeanor, misdemeanor and applicable gross misdemeanor offenses arising out of its jurisdiction and,

WHEREAS, Severson Porter Law is willing to provide such prosecution services,

NOW, THEREFORE, pursuant to the mutual agreement between the City of Pequot Lakes and Severson Porter Law both parties consent to the following:

I

That said agreement shall be effective commencing on January 1st, 2020 and shall continue through December 31, 2022.

II

Severson Porter Law agrees to provide prosecution services pursuant to the following agreement:

That the City of Pequot Lakes shall pay a base fee to Severson Porter Law of \$922.50 per month.

III

That Severson Porter Law shall receive compensation for any vehicle forfeitures pursuant to Minnesota Statute 169A.63, Subdivision 10, (b)(2). In the event this statute subdivision is repealed or is inapplicable future compensation for legal services related to vehicle forfeitures shall be subject to negotiation.

IV

That Severson Porter Law may withdraw from this agreement at any time and without penalty if Severson Porter Law will cease to be incorporated or upon the death, incapacity, or disability of Mark A. Severson and/or Kurt W. Porter.

V

This agreement may be terminated at any time by mutual agreement of both parties or as provided in paragraph IV.

VI

This agreement may be modified, altered or changed at any time by mutual agreement of the parties.

VII

Any disagreements or disputes that arise out of this contract may be resolved through arbitration with an arbitrator to be chosen with and by the agreement of both parties, the City of Pequot Lakes and Severson Porter Law.

Date this _____ day of _____ 2019.

CITY OF PEQUOT LAKES

By: _____
Its: Mayor

By: _____
Its: City Administrator

Mark A. Severson
Attorney at Law
Shareholder of Severson Porter Law

Kurt W. Porter
Attorney at Law
Shareholder of Severson Porter Law