

RESOLUTION NO. 13-019

BE IT RESOLVED by the City Council of the City of Decatur Alabama, that it hereby approves the attached Memorandum of Understanding between the Morgan County District Attorney's Office and the City regarding the provision of supplemental Prosecutorial Services; and accordingly the Mayor is authorized to execute that document on behalf of the City.

ADOPTED THIS 22nd DAY OF JANUARY, 2013.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF DECATUR AND THE MORGAN COUNTY DISTRICT ATTORNEY

CONCERNING THE PROSECUTION OF MUNICIPAL COURT APPEALS

This Memorandum of Understanding is entered between the City of Decatur, a Municipal Corporation, legally chartered and existing within the State of Alabama, and the Morgan County District Attorney to memorialize the understanding of the parties, to define the terms and conditions of their understanding and to define the responsibilities and duties of each party relative to the prosecution of cases that are appealed from the Municipal Court of Decatur, Alabama. For all purposes this agreement is an agreement for professional services to be provided by the District Attorney's Office of Morgan County, Alabama, for the benefit of the City of Decatur.

I. PURPOSE AND SCOPE

The purpose of this Memorandum of Understanding is to clearly identify the roles and responsibilities of each party as they relate to the prosecution of all cases originally brought in the Municipal Court of Decatur, Alabama and appealed, after guilty plea, trial and conviction or stipulation to the Circuit Court for a trial de novo; to provide for the prosecution of cases from which the Municipal Prosecutor or Municipal Judge has recused himself or herself and which have been placed on a Conflict Docket and to provide for the prosecution of Municipal Appeal cases from the City of Decatur from which the District Attorney of Morgan County, Alabama, has recused. This Memorandum of Understanding is intended to be the total and complete understanding of the parties for all matters related to the prosecution of such municipal cases. In the event that a situation arises which is not accounted for in this Memorandum, the parties agree to work together to resolve the issue so that the overall purpose of the agreement, the prosecution of Municipal Court Appeal cases and Conflict Cases, can be accomplished efficiently and effectively to the satisfaction of the parties.

II. TERM OF AGREEMENT

The term of the Agreement will be one year from the effective date of this Memorandum. The Agreement will renew for one year terms automatically unless written notice is given at least 90 days prior to the expiration of the Agreement.

III. RESPONSIBILITIES OF THE DISTRICT ATTORNEY OF MORGAN COUNTY

The District Attorney of Morgan County will be responsible for the following as relates to the cases subject to this Agreement:

- A. Representation of the City of Decatur in all cases appealed from the Municipal Court of Decatur, Alabama to the Circuit Court of Morgan County whether those cases are appealed following a Guilty Plea, Trial followed by a Guilty Verdict or a Stipulation resulting in Conviction, and regardless of the number of prosecutors required to accomplish such representation.
- B. Appearance at any and all court appearances in the Circuit Court or Morgan County, pretrial, settlement, trial and post trial which may be necessary.
- C. Preparation of cases for trial and post trial activities as required.
- D. Notification to the City Prosecutor or City Attorney of any problems or difficulties which negatively affect the prosecution of appeal cases which can be remedied or rectified by City Personnel.
- E. Communication with and notification of witnesses including civilian and police witnesses concerning Circuit Court settings at which they will be required to attend.
- F. Compliance with any discovery requests or orders concerning cases that have been appealed from the Municipal Court of Decatur to the Circuit Court of Morgan County.
- G. Communication of the final resolution of any case handled by the District Attorney of Morgan County on behalf of the City of Decatur to the City Prosecutor of the City of Decatur.
- H. Notify the City Prosecutor immediately in the event that a defendant or defense attorney challenges the constitutionality of a provision of the Decatur Municipal Code and cooperate with the Decatur Legal Department in defending the provision.
- I. Representation of the City of Decatur in any case pending in Municipal Court in which the Municipal Prosecutor or Municipal Judge has recused and which has been set on a Conflict Docket. Representation in these cases will encompass the functions contained in Section III, paragraphs A-G herein as if set out in their entirety but applicable to Conflict Cases remaining in Municipal Court rather than cases appealed to Circuit Court.

IV. RESPONSIBILITIES OF THE CITY OF DECATUR

The City of Decatur will be responsible for the following as relates to the cases subject to this Agreement:

- A. Preparation and execution of documents necessary for the transmittal of cases from the Municipal Court of Decatur to the Circuit Court of Morgan County including properly completed and executed Complaints, when necessary, true and correct copies of the municipal court proceedings and/or file and evidence which was introduced in the Municipal Court.
- B. Timely transmittal and filing of appealed cases to the Morgan County Circuit Clerk for processing and preparation by the Court staff.
- C. Forwarding a copy of the entire municipal court file and all involved and necessary police reports to the District Attorney at the time of the filing of the appeal or within a reasonable time thereafter to allow the District Attorney time to prepare for any court appearance which might be necessary in the prosecution of the case at the Circuit Court level.
- D. Providing notes and preparation material deemed by the City Prosecutor to be helpful in the prosecution of the case at the Circuit Court level to the District Attorney at the time of the forwarding of the copy of the municipal court file or within a reasonable time thereafter.
- E. Representation of the City in any case appealed to the Circuit Court of Morgan County wherein the District Attorney has recused.

V. COMPENSATION

The District Attorney's Office will be paid by the City of Decatur at a rate of One Thousand Eight Hundred Dollars (\$1,800.00) per month for the services outlined in this Agreement, for a total of Twenty One Thousand Six Hundred Dollars (\$21,600.00) per year, payable in twelve (12) equal installments of One Thousand Eight Hundred Dollars (\$1,800.00) on or before the tenth of each month for the services performed in the preceding month.

VI. MODIFICATION AND TERMINATION

This agreement may be modified any time by written agreement of the parties with the understanding that changes in compensation must be made at the renewal of the agreement. Requests for changes in compensation must be made 90 days prior to the renewal of the agreement. The agreement may be terminated only at the time of renewal and the party

wishing to terminate the agreement must notify the other party in writing at least 90 days prior to the effective date of the renewal.

VII. EFFECTIVE DATE.

The effective date of this Agreement will be February 1, 2013, and the effective date of each renewal will be February 1 of each year.

This Memorandum of Understanding is freely and voluntarily entered into on the dates indicated by the City of Decatur and the Morgan County District Attorney.

Date

Date

Mayor, City of Decatur

Morgan County District Attorney

Attest:

Decatur City Clerk