

ii) For calendar year 2026, the Municipality will pay \$1,600 (one thousand six-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 90 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 FREEPORT

By: _____
Mike Eveslage, Mayor

Attest: _____
Jon Nelson
City Clerk/Treasurer

Dated: _____

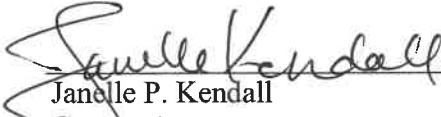
COUNTY OF STEARNS

By: _____
Tarryl Clark, Chair
Stearns County Board

By: _____
Randy Schreifels
County Auditor/Treasurer

Dated: 6-20-24

STEARNS COUNTY ATTORNEY

By: 
Janelle P. Kendall
County Attorney