

EXCLUSIVE MUNICIPAL PROSECUTIONS SERVICES AGREEMENT

THIS EXCLUSIVE MUNICIPAL PROSECUTIONS SERVICES AGREEMENT (hereinafter, the "Agreement") is made and entered into this _____ day of _____, 2021, by the **City of New Meadows** (hereinafter, the "City") and the **Office of the Adams County Prosecuting Attorney** (hereinafter, "Prosecutor").

RECITALS

WHEREAS, the City of New Meadows is a duly formed and existing municipality pursuant to the laws and Constitution of the State of Idaho;

WHEREAS, Chris Boyd, is a duly licensed attorney in the State of Idaho and the appointed Adams County Prosecuting Attorney;

WHEREAS, City is desirous of engaging Prosecutor's services to prosecute violations constituting state misdemeanors and infractions, and violations of county or city ordinances, committed within the municipal limits of the City of New Meadows, when and whether the arresting or charging officer is a City of New Meadows, Adams County, or State of Idaho employee;

WHEREAS, Prosecutor is desirous of providing prosecutorial services to City, namely, to prosecute violations constituting state misdemeanors and infractions, and violations of Adams County or City ordinances, committed within the municipal limits of the City of New Meadows, when and whether the arresting or charging officer is a City of New Meadows, County of Adams, or State of Idaho employee;

WHEREAS, City and Prosecutor find it mutually beneficial for Prosecutor to be the exclusive provider of prosecution services for City.

TERMS OF AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. **SCOPE OF SERVICES.** Prosecutor shall, on behalf of City, and on an exclusive basis, prosecute all violations constituting state misdemeanors and infractions, and violations of county or city ordinances, committed within the municipal limits of City, when and whether the arresting or charging officer is a City of New Meadows, County of Adams, or State of Idaho employee. This Agreement shall not include the provision of any other or additional legal services.
2. **TERM OF AGREEMENT.** The term of this Agreement shall commence on October 1, 2021 and conclude on September 30, 2022.
3. **EARLY TERMINATION OF AGREEMENT.** Either party may, upon service of written notice to the other party, terminate this Agreement. Said notice of termination must be received by the nonterminating party at least one (1) full calendar month prior to the effective date of termination, and in any event not less than thirty (30) days prior thereto.

4. **COMPENSATION.** For provision of the above-described prosecutorial services, City shall pay Prosecutor, on a monthly basis, the base rate of One Thousand Five Hundred Dollars (\$1,500.00), with each payment due and payable, in advance, on the first day of each month. In addition to the base rate, City shall pay to Prosecutor an additional Two Hundred Fifty Dollars (\$250.00) per one-half (1/2) day of each jury trial prosecuted by Prosecutor, with said sum due and payable on the first day of the month immediately following the final day of any such jury trial. Prosecutor shall tender to City a monthly invoice for services rendered.
5. **COOPERATION.** City and Prosecutor agree to cooperate, each with the other, and to require the cooperation of their respective employees and agents, to ensure the timely and effective prosecution and administration of all services contemplated herein.
6. **GUIDANCE.** Prosecutor agrees to provide oversight and guidance as to city ordinances that are not in alignment with Idaho Code in reference to fees and fines.
7. **RESOURCES.** Prosecutor shall employ, furnish and supply all personnel, equipment, supplies, and forensic services necessary for performance of the services contemplated herein.
8. **PERSONNEL.** The employment and termination of staff and deputy prosecutors, the retention of professional services and expert witnesses, the establishment and enforcement of standards of performance, as well as the management, control and discipline of any such personnel shall be and shall remain within the exclusive purview, control and discretion of Prosecutor.
9. **MISCELLANEOUS PROVISIONS.**
 - a. This Agreement represents the collaborative efforts of both parties and is the result of the parties' negotiations. Neither party is deemed to be the drafter for purposes of construction and interpretation.
 - b. In the event that any part of this Agreement is adjudged invalid, illegal, or unenforceable, the remaining provisions shall not be affected and shall remain in full force and effect.
 - c. This rights and obligations hereunder may not be assigned, except with the express written consent of both parties.
 - d. Nothing in this Agreement shall be construed as giving rise to an employer-employee relationship between the parties.
 - e. This Agreement shall be governed by the laws of the State of Idaho.
 - f. The venue for any action or proceedings brought in relation hereto shall be the Idaho Third Judicial District, in Council, Idaho.

- g. If either party brings any action or proceeding for damages for an alleged breach of any provision of this Agreement, or to enforce, protect or establish any right or remedy hereunder, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs.
- h. This Agreement contains the entire agreement between the parties and may be modified only by a written instrument signed by both parties. No representations or promises have been made other than those specified in this Agreement.

IN WITNESS THEREOF the parties hereunto have caused this Agreement, consisting of three (3) pages, to be executed on their behalf by a duly authorized representative, as of the date first set forth above.

City of New Meadows, Adams County, Idaho

By: _____
Julie A. Good, Mayor

Attest:

Kyla Gardner, City Clerk

Office of the Adams County Prosecuting Attorney

By: _____
Chris Boyd, Adams County Prosecuting Attorney