

EXCLUSIVE MUNICIPAL PROSECUTIONS SERVICES AGREEMENT

THIS EXCLUSIVE MUNICIPAL PROSECUTIONS SERVICES AGREEMENT (hereinafter, the "Agreement") is made and entered into this _____ day of _____, 2025, 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 Constitution and laws of the State of Idaho;

WHEREAS, Peter Donovan, or his successor in office, is a duly licensed attorney in the State of Idaho and the Adams County Prosecuting Attorney;

WHEREAS, City is desirous of engaging Prosecutor's services to prosecute misdemeanors and infractions violating state law or county or city ordinance and committed within the municipal limits of the City of New Meadows;

WHEREAS, Prosecutor is desirous of providing prosecutorial services to City, namely, to prosecute misdemeanors and infractions violating state law or county or city ordinance and committed within the municipal limits of the City of New Meadows;

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

TERMS OF AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. **SCOPE OF SERVICES.** Prosecutor shall have the exclusive right and obligation to prosecute misdemeanors and infractions violating state law or county or city ordinance and committed within the municipal limits of the City of New Meadows.
2. **TERM OF AGREEMENT.** The term of this Agreement shall commence on _____, 2025, and shall continue for a period of 1 calendar year. This Agreement shall automatically renew for successive 1-year terms unless terminated as provided below.
3. **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 pursuant to this Agreement 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 facilitate the timely and effective provision of all services contemplated herein.
6. **GUIDANCE.** Prosecutor agrees to provide commentary at the request of the City Council, the Mayor, or the City Attorney upon the enforceability and effectiveness of existing or proposed city ordinances that establish misdemeanor or infraction penalties. This section shall not be construed to require comment on any individual case actively being litigated or likely to be litigated at the time of the request.
7. **RESOURCES.** Prosecutor shall employ, furnish and supply all personnel, equipment, supplies, and services traditionally and legally within the purview of the office of Prosecuting Attorney and necessary for performance of the duties contemplated herein.
8. **PERSONNEL AND PROFESSIONAL JUDGMENT.** The employment and termination of staff and deputy prosecutors, the retention of additional professional services or expert witnesses, the establishment and enforcement of standards of performance, the management, control and discipline of personnel, and the direction and regulation of Prosecutor's professional judgment in rendering legal services shall be within the exclusive 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 or by court order.
 - d. Nothing in this Agreement shall be construed as giving rise to an employer-employee relationship between the parties.
 - e. This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho.

- f. Nothing in this Agreement shall be construed to require any action or omission by Prosecutor that, in his professional judgment, would substantially risk violating any provision of the Rules of Professional Conduct adopted by the Idaho State Bar.
- g. The venue for any action or proceedings brought in relation hereto shall be the Idaho Third Judicial District, in Council, Idaho.
- h. 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.
- i. 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, Idaho

By: _____
Julie A. Good, Mayor

Attest:

Kyla Gardner, City Clerk

Office of the Adams County Prosecuting Attorney

By: _____
Peter Donovan, Adams County Prosecuting Attorney