

RESOLUTION NO. 4301

A RESOLUTION APPROVING A PROSECUTION SERVICES AGREEMENT WITH JOHN T. HRUBES, ATTORNEY, FOR INTERIM PROSECUTION SERVICES.

WHEREAS, the City of Miles City desires to engage the services of attorney John T. Hrubes, for interim prosecution services;

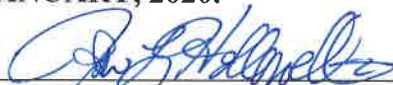
AND WHEREAS, a Prosecution Services Agreement has been prepared to formalize the relationship between the parties as to such services;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The "Prosecution Services Agreement" between the City and John T. Hrubes for prosecution services, attached hereto as Exhibit "A" and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City, and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 14TH DAY OF JANUARY, 2020.



John Hollowell, Mayor

ATTEST:



Lorrie Pearce, City Clerk

PROSECUTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of January, 2020, by and between the CITY OF MILES CITY, a municipal corporation, of P.O. Box 910, Miles City, Montana 59301 (hereinafter "City"), and John T. Hrubes, Attorney at Law, of 218 W. Bell Street, #209, Glendive, Montana 59330 (hereinafter "Attorney").

RECITALS:

WHEREAS, the City desires to retain and engage a licensed Montana attorney to provide criminal prosecution services to the City as "City Prosecutor" on an interim basis; and

WHEREAS, the Attorney desires to enter into this agreement to provide all necessary criminal prosecution services to the City as "City Prosecutor."

NOW THEREFORE, in exchange for the mutual, valuable consideration, as set forth herein, the parties agree as follows:

NATURE OF SERVICES PROVIDED:

1. Pursuant to MCA 7-4-4605(2), the City is authorized to contract with an attorney to provide legal services to the city, as additional legal counsel to the City Attorney.
2. The City Prosecutor shall prosecute all misdemeanor criminal offenses which occur within municipal boundaries of the City for which the proper jurisdiction initially lies with the City Court of Miles City, together with all appeals therefrom to the Sixteenth Judicial District Court of Custer County, and the Montana Supreme Court.
3. The prosecution services to be provided shall include, but are not limited to, reviewing City Court citations and related police reports, conferences with police officers and victims, drafting and filing charging documents when necessary, court appearances, jury and bench trials in City Court and District Court, filing the necessary documents in appeals to the Montana Supreme Court, and all other actions necessary to resolve misdemeanor offenses in City Court.
4. The Attorney shall carry out such services and duties in accordance with the applicable professional standards.
5. The Attorney's services and duties shall NOT include attending city council meetings on a regular basis, drafting contracts for the City, providing written opinions to the City Council or Mayor except as to matters directly related to the prosecution of criminal offenses, providing general legal advice to the City Council or Mayor, or other representation of the City in matters unrelated to criminal prosecution.

COMPENSATION AND ASSISTANT

1. As compensation for the above described services to be performed by the Attorney, the City shall pay the Attorney the sum of Three Thousand Five Hundred Dollars (\$3,500.00) per calendar month, paid as an independent contractor and not as an employee. No employee benefits shall be included in Attorney's compensation, as Attorney is not employed by the City. Attorney shall not receive compensation for mileage or commute as part of this agreement.

2. The City shall provide a legal assistant to assist the Attorney, and the City shall provide office space to Attorney located within City Hall, including a computer, printing and copying equipment, envelopes, phone, and postage.

TERM OF AGREEMENT, INSURANCE

1. This Agreement shall continue on a month-to-month basis, with either party having the option to terminate the agreement upon providing thirty (30) days' written notice to the other. Attorney shall be compensated a prorated amount for any partial month were services are provided.

2. Attorney shall carry errors and omissions insurance covering the City in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

IN WITNESS WHEREOF, the parties hereto have set their hands hereunto the day and year first written above.

CITY OF MILES CITY, MONTANA

ATTEST:

By: 

John Hollowell, Mayor



Lorrie Pearce, City Clerk

ATTORNEY:

By: 

John T. Hrubes, Attorney