

## CITY PROSECUTOR SERVICES AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between North Ogden City (ACity@) and Branden Miles (AAttorney@). City and Attorney may be referred to collectively within this Agreement as (AParties@).

### RECITALS

- A. Criminal law functions include the review and analysis of criminal investigations and charges brought by law enforcement, and the prosecution of those charges. Said charges are limited to misdemeanors and infractions of both local and state laws, and are prosecuted in the City justice court.
- B. Said functions also include meeting with individuals who have been charged in order to discuss their charges and the facts and circumstances thereof. These meetings generally take place at arraignments or pretrial conferences. These conferences, as well as trials, are generally conducted every Monday at the City justice court. The court schedule is maintained by the court and its clerk, and may be changed as circumstances warrant.
- C. Criminal law is a specialized area of the law. Furthermore, the functions and responsibilities of justice courts continue to increase as the state and district courts place more responsibility upon them.
- D. The City is desirous to continue to meet the increasing needs of its citizens by providing efficient and knowledgeable enforcement of the laws of the City and the State of Utah.

**THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, the Parties agree as follows:

- 1. Recitals. The RECITALS as set forth above are incorporated herein by this reference.
- 2. Duties and Obligations. The City agrees to the assignment of all criminal law functions of the City to Attorney. Said functions shall include, but not be limited to, the following: reviewing investigations and charges brought by law enforcement within the City and preparing charging documents as necessary; working in cooperation with law enforcement to enforce the laws of North Ogden City and the State of Utah and to timely and efficiently prosecute violations thereof; attending North Ogden City justice court once a week as scheduled by the court to handle all criminal matters before the court; prosecute bench and jury trials; prosecute trials de novo in the district court; perform legal research to support legal decision-making; work with the court in scheduling trials, hearings, etc. as necessary.

3. Qualifications. Attorney agrees that he is authorized to practice law in the State of Utah, and that he is a member in good standing of the Utah State Bar Association. Attorney agrees that he is trained and competent in the pursuit of the obligations and functions set forth herein.
4. Supervision. Attorney shall report to the City Manager in the performance of this agreement.
5. Compensation. The City agrees to pay to Attorney an hourly fee of \$75 per hour for the performance of the Agreement to be billed to the City on a monthly basis. And in return, Attorney agrees to perform the Agreement for \$75 per hour
6. This contract may be amended in writing by mutual consent of both parties.
7. Termination. This Agreement may be terminated at any time by either party to this Agreement for any reason, and with thirty (30) days written notice.

**DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.**

**NORTH OGDEN CITY**

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**By: Richard Harris**  
**Its: Mayor**

**Branden Miles**

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**Attorney**

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**Attested by: S. Annette Spendlove, MMC**  
**City Recorder**