

**CONTRACT FOR  
TEMPORARY MUNICIPAL PROSECUTOR  
LEGAL SERVICES  
CITY OF GRAND JUNCTION, COLORADO**

The parties to this contract for Municipal Prosecutor legal services are Andrew Boyko, 67686 East Borough Drive, Montrose, CO 81401 ("Prosecutor") and the City of Grand Junction, Colorado 250 N. 5<sup>th</sup> Street, Grand Junction, Colorado 81501 ("the City"). Prosecutor and the City are referred to collectively herein as "the Parties."

The City desires to contract with Prosecutor to perform the temporary services of a Deputy City Attorney serving as a Municipal Prosecutor representing the City of Grand Junction;

The Prosecutor has agreed to contract with the City to provide Services as a Deputy City Attorney;

NOW THEREFORE, for the mutual covenants and considerations described herein, the parties agree as follows:

1. ROLE OF PROSECUTOR AND SCOPE OF WORK: Prosecutor agrees to provide services to the City as a Temporary Deputy City Attorney serving as a Municipal Prosecutor, as needed, representing the City as Municipal Prosecutor in cases before Judge McInnis, the presiding Judge of the City of Grand Junction, Municipal Court.
2. FEES AND EXPENSES FOR MATTERS WITHIN THE SCOPE OF WORK: The City agrees to pay Prosecutor for services at an hourly rate two hundred Dollars (\$200) per hour associated with such services.
3. DESIGNATED DEPUTY CITY ATTORNEY: Prosecutor shall be designated as "Special Prosecutor" for the City for the purposes of representing the City in Municipal Court before Judge McInnis and shall have primary responsibility to the City under this Contract.
4. BILLING AND COMPENSATION: Prosecutor shall submit monthly invoices to the City for matters included in this Contract. Monthly invoices for work performed under this Contract shall include a brief description of the work performed, the length of time it took to perform the work to the nearest tenth of an hour, the date that the work was performed, the fee for the work, and an itemized list of expenses associated with the work. All invoices (s) shall be submitted by Prosecutor as soon as possible after the end of each calendar month and are due and payable by the City within thirty (30) day of receipt by the City.

5. TERM: Subject to the terms of Paragraph 6, below, this Contract shall remain in full force and effect beginning November 27, 2017 and on a month to month basis, as requested by the City Attorney/Special Counsel and/or City Council and/or City Manager and subject to the appropriation of funds in the City's budget.
6. TERMINATION: Either of the Parties may terminate this Contract for any reason or for no reason by giving fourteen (14) days written notice to the other party. Upon termination by either party, the City agrees to pay to Prosecutor all fees and expenses for services performed prior to the date of termination.
7. CONFLICTS: Prosecutor agrees not to undertake representation of any person or entity in a manner adverse to the City's legal interests during the term of the Contract. Further, Prosecutor agrees that, to the best of his actual knowledge, Prosecutor, nor anyone in his firm who will be working on specific matters related to the Municipal Court, has personal, business, or financial interests or relationships which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of those who are or will be providing services for the City. Prosecutor agrees to evaluate on an on-going basis whether, in their professional judgment, a conflict may become apparent or imminent. In the event that Prosecutor believes a conflict may develop, Prosecutor will immediately communicate with City Attorney and/or Special Counsel about the perceived potential conflict.
8. INDEPENDENT CONTRACTORS: Prosecutor shall be an independent contractor to the City, and shall not be an employee. This Contract does not create any partnership, joint venture, or relationship other than an independent contractor relationship. Prosecutor, nor his partners, Of Counsel attorneys, agents, or employees shall not be deemed to be an employee of the City for any purpose whatsoever, and Prosecutor shall not be eligible to participate in any benefit program provided by the City for its employees. Prosecutor shall be exclusively responsible for the payment of his own respective taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to worker's compensation and Social Security, professional fees or dues.
9. GUIDELINES FOR OUTSIDE COUNSEL: Prosecutor shall abide by the NDAA conduct guidelines. Further, the Prosecutor shall provide services, including as to the prosecution of the following types of offenses:
  - Misdemeanor offenses under Grand Junction Municipal Code.
  - Criminal Traffic violations.
  - Juvenile proceedings.
  - City Code violations.
  - Traffic and Parking.

10. SPECIAL TERMS: Prosecutor shall be approved to expend up to 40 hours per month acting as a Prosecutor. Any hours in excess of that will require the approval of the City Attorney and/or Special Counsel. The City Attorney and/or Special Counsel also has the authority to suspend or terminate the agreement if deemed it is in the best interests of the City to do so or to provide such backup or lead support in the provisions of prosecutorial legal services as deemed necessary.
11. ASSIGNMENT: Prosecutor shall not assign or transfer his interest in this Contract.
12. APPLICATION OF LAWS: This Contract shall be interpreted, construed, and governed according to the laws of the State of Colorado.
13. DISPUTE RESOLUTION: Any controversy, dispute, or disagreement arising out of or relating to this Contract, or any breach thereof, shall, unless otherwise agreed to by the parties, be settled by confidential, informal, binding mediation with an mediator mutually acceptable to the Parties. Each party shall bear its own attorneys' fees and costs for such dispute resolution.
14. NOTICE: All notices required to be sent under this Contract shall be in writing and given by First Class U.S. Mail or via email or Personal Delivery addressed:

To Prosecutor:           Prosecutor  
                                  Attorney at Law  
                                  Andrew Boyko  
                                  67686 East Borough Drive  
                                  Montrose, Colorado 81401

To the City:             City Attorney  
                                  City of Grand Junction  
                                  250 N. 5<sup>th</sup> Street  
                                  Grand Junction, Colorado 81501

Each Party shall have the continuing obligation to advise the other parties of any change of address.

15. AGREEMENT: This Contract embodies the entire agreement between the Parties, and there are no other agreements, oral or written, with reference to this Contract. In case any one or more of the provisions contained in the Contract shall be held unenforceable, the remaining provisions contained herein shall not be impaired thereby.

16. AMENDMENTS: No change or modification to this Contract shall be valid unless made in writing and signed by both Parties.

17. EFFECTIVE DATE: The effective date of this Agreement is November 27, 2017.

SIGNED AND AGREED TO on behalf of the City of Grand Junction on this the 27 day of November, 2017.

City of Grand Junction

By: [Signature] - City Manager  
Name, Title

SIGNED AND AGREED TO on the 22<sup>nd</sup> day of November, 2017.

[Signature]  
Prosecutor