



BOISE COUNTY

RESOLUTION #2016-14

A BOISE COUNTY RESOLUTION RECLASSIFYING THE BOISE COUNTY GENERAL FUND, EXTRAORDINARY LEGAL DEPARTMENT, FY 2016 BUDGET ACCOUNTS

WHEREAS, the FY 2016 budget, for the Boise County General Fund, Extraordinary Legal Department, was adopted by the Board of County Commissioners on August 25th, 2015; and

WHEREAS, the Board of County Commissioners approved, in public session on March 1st, 2016, a revised contract for the contract Deputy Prosecutor, reflecting an increase in workload to full time; and

WHEREAS, the original budget was understated by \$2,000.00 from the previous contract; and

WHEREAS, the annual budget has been complied with, in making the said adjustments, and the budget adjustments shall not result in increased property taxes;

NOW THEREFORE BE IT RESOLVED, that the FY 2016 budget for the Boise County General Fund, Extraordinary Legal Department, be reclassified as follows:

Expense Budget:

Line Item	Description	Budget	Increase	Amended Budget
01-36-0599-08	Contract Prosecutor	\$50,000.00	\$7,000.00	\$57,000.00

Expense Budget:

Line Item	Description	Budget	Decrease	Amended Budget
01-36-0559-00	Homicide Trials	\$650,000	\$7,000.00	\$643,000.00

APPROVED and **ADOPTED** in Open Session on the 1st day of March, 2016.

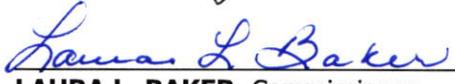
BOISE COUNTY BOARD OF COMMISSIONERS



ALAN D. WARD, Chairman



ROGER B. JACKSON, Commissioner



LAURA L. BAKER, Commissioner



ATTEST:


Mary T. Prisco, Clerk to the Board

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made this 8th day of February, 2016 by and between Boise County, a political subdivision of the State of Idaho, ("Boise County"), and Jay F. Rosenthal, ("Independent Contractor").

RECITALS

WHEREAS, Boise County, through its Prosecuting Attorney office, is responsible to prosecute or defend all actions, applications or motions, civil or criminal, in the District Court of the County in which the people or the State or the County, are interested or are a party, and to give advice to the Board of County Commissioners and other public officers of the County, when requested in all public matters arising in the conduct of the public business entrusted to the care of such officers; and

WHEREAS, in the completion of the above described duties, it is currently deemed to be in the best interests of the Boise County Prosecutor to retain contract legal services to assist in the Prosecuting Attorney duties, particularly in the prosecution of the misdemeanor and felony criminal calendar; and

WHEREAS, Independent Contractor, a duly licensed attorney and member of the Idaho State Bar, is in the business of providing contract legal services to State and government agencies; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Independent Contractor Services:

- (a) The Independent Contractor shall prepare, manage and prosecute all criminal actions, including juvenile cases in the District Court of the County in which the people or the State or Boise County are interested. Furthermore, in the absence of the elected Prosecuting Attorney, the Independent Contractor shall give advice to the Board of County Commissioners or other public officers of the County, when requested.
- (b) The Independent Contractor is not an employee of Boise County. Accordingly, Independent Contractor's services shall be performed in his capacity as an independent contractor. As such, Boise County shall not specifically control how or when the Independent Contractor performs the services described above.
- (c) The Independent Contractor will not be given training by Boise County. The Independent Contractor will be responsible for conducting the services to be provided according to his own methods, including the ability to designate another licensed attorney to perform the contracted legal services contemplated herein.
- (d) Boise County acknowledges that the Independent Contractor performs legal services for other governmental agencies or clients from time to time. Independent Contractor is free to continue to do so during the term of this Agreement.
- (e) At the end of each calendar year, Boise County shall issue the Independent Contractor a 1099 statement of income based upon the flat fee compensation provided below. The Independent Contractor shall be independently responsible for the payment of all taxes for such income.

Section 2. Limitations and Restrictions. Given that Independent Contractor is acting as an independent contractor and is not an employee, the Independent Contractor shall not take any action, make any decision, give any consent, approval or authorization or incur any obligation on behalf of Boise County outside of the scope of the services described in Section 1(a) above.

Section 3. Independent Contractor Compensation. For services provided by the Independent Contractor, the Independent Contractor shall be compensated, at the rate of four thousand seven hundred and fifty dollars (\$4750.00) per month, for work performed. The Independent Contractor shall be responsible for all of his own costs and expenses related to the performance of services under this Agreement. The Independent Contractor shall invoice Boise County on a monthly basis. Independent Contractor shall not be eligible for any Boise County employee benefits, including but not limited to PERSI.

Section 4. Expenses, Costs and Insurance. As an independent contractor, Independent Contractor shall be responsible for all of its own business and travel expenses and costs related to performing the aforementioned services for Boise County; however, all costs or applicable court fees related to the prosecution of criminal actions shall be the expense of Boise County. To the extent ICRMP fails to cover a claim arising out of the Independent Contractor's performance of duties on behalf of the County, the Independent Contractor acknowledges that he is responsible for obtaining and maintaining his own secondary liability insurance policy.

Section 5. Term and Termination. This Agreement shall be for a term of one (1) year and therefore will automatically terminate on February 22, 2017, unless otherwise terminated. Prior to the automatic termination date referenced herein, this Agreement can be terminated by any party hereto at any time, either in writing or by verbal notice. The term of this Agreement may be extended upon the mutual consent and approval of the Boise County Commissioners, Prosecuting Attorney and the Independent Contractor.

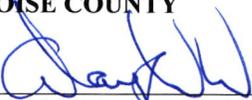
Section 6. Applicable Law. This Agreement, and the application or interpretation hereof, shall be governed by and construed in accordance with the laws of the State of Idaho.

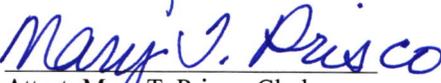
Section 7. Dispute Resolution. In the event of a dispute between Boise County and Independent Contractor, with respect to this Agreement and the inability of the parties to arrive at a mutually acceptable resolution, either party may apply to the appropriate court in Boise County, Idaho for an order appointing an arbiter who shall hear the dispute and render a decision in accordance with the arbitration rules and procedures of the American Arbitration Association then in effect. Both parties agree that a judgment on the award rendered may be entered in any court having legal jurisdiction. In the event that such a dispute is submitted to arbitration, the arbitrator shall award costs and reasonable attorney's fees to the prevailing party. The resulting arbitration award shall be binding and shall not be appealed.

Section 8. Binding Agreement. This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns and supersedes any prior agreement between the parties hereto. Should any provision of the Agreement later be determined invalid or void, it shall not affect or invalidate the other portions of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

BOISE COUNTY


By: Alan Ward, Commissioner


Attest: Mary T. Prisco, Clerk


By: Jolene C. Maloney, Prosecutor


By: Jay Rosenthal, Attorney at Law