

MEMORANDUM OF UNDERSTANDING FOR TOWN PROSECUTOR

The Town of New Boston Police Department, (hereinafter "Town") hereby agrees to retain Todd H. Prevett, Esq. of Amherst, New Hampshire, (hereinafter "Attorney") as an independent contractor as the Police Prosecutor.

1. The Attorney shall prosecute all adult criminal, juvenile, ALS, motor vehicle, and any other offenses assigned to him by the Town. The Town may, at any time, choose to prosecute any individual case on their own behalf. The Town shall be responsible for compiling discovery documents and providing them to the Attorney and to defense counsel. The Town shall also be responsible for sending out subpoenas at the direction of the Attorney. Upon receipt of a "case" referral, the Attorney shall be responsible to answer motions brought forth by the defendant or their counsel. The Attorney shall not be responsible for applicable fees due to witnesses in any case.
2. The Attorney may participate in periodic Police staff meetings in an effort to provide guidance with Officer Testimony, improve the quality of each "case", and keep the Town reasonably informed of all significant legal developments.
3. The Attorney agrees to provide additional related legal services to the Town, such as consultation for Sentencing, Search Warrants, Gerstein Affidavits, and other matters in connection with the above services to include the sending or delivery of relevant documents necessary to achieve that purpose. The Attorney shall receive a bi-annual fee of \$200 for these additional services.
4. The Attorney shall receive \$200.00 for each "case" referral as compensation. Each "case" shall be defined as "a set of operative facts arising from the same transaction, course of conduct, or occurrence on the same date." This may include prior cases being brought forward based solely on violations of the terms of a previous disposition.
5. In the event that the Town shall discharge the Attorney, or in the event the Attorney determines to terminate the representation of the Town, the Attorney shall be paid for all work performed up to the point of termination of services; and this payment shall include all services which have been completed. Each party will provide at least 30 days of notice prior to separation, unless it is deemed for cause.
5. Billing shall be made on a monthly basis, on or about the 1st day of the month, and are due and payable upon receipt. Bi-Annual fees shall be included with the June and December Billings.
6. Attorney shall be considered an independent contractor and not an employee of the Town and shall be issued an IRS Form 1099 for his services.
7. The parties anticipate that there will be no out-of-pocket disbursements paid by the Attorney. The Attorney shall obtain the Town's prior approval, unless impractical, before incurring any out-of-pocket expenses. In such a case, the Town shall be liable to reimburse Attorney for said out-of-pocket expenses. Attorney shall be responsible for his own costs of telephone, internet, postage, "case" related travel to and from Court, and other overhead.

We, the Town and the Attorney, have read this Fee Agreement and agree to its terms and have signed it as our free act and deed on this _____ day of January, 2013.

Town of New Boston



Attorney

THE CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Town

Date