

RESOLUTION NO. R24-54

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE AGREEMENT FOR *PRO TEM* JUDGE SERVICES.

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The Independent Contractor Service Agreement by and between the City of Laurel (hereinafter “the City”) and Judge He Does It, a copy attached hereto and incorporated herein, is hereby approved.


Section 2: Execution. The Mayor is hereby given authority to execute the Independent Contractor Service Agreement with Judge He Does It on behalf of the City.

Introduced at a regular meeting of the City Council on the 23rd day of July, 2024, by Council Member Wheeler.

PASSED and APPROVED by the City Council of the City of Laurel the 23rd day of July, 2024.

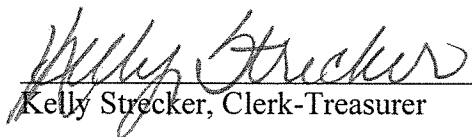
APPROVED by the Mayor the 23rd day of July, 2024.

CITY OF LAUREL




Dave Waggoner, Mayor

ATTEST:



Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:



Michele L. Braukmann, Civil City Attorney



**INDEPENDENT CONTRACTOR SERVICE AGREEMENT
WITH *PRO TEM* CITY COURT JUDGE**

This Agreement by and between the City of Laurel, a City within the State of Montana, hereinafter referred to as “the City,” and Judge Raphael J. He Does It, hereinafter referred to as the “*Pro Tem* City Court Judge” or “the Judge,” is as follows:

WHEREAS, Laurel City Court Judge Jean Kerr has appointed Judge Raphael J. He Does It to serve as *Pro Tem* City Court Judge of the City’s City Court through an Independent Contractor Service Agreement and not as a City employee; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the City and the Judge agree as follows:

1. INDEPENDENT CONTRACTOR STATUS:

This Agreement does not create and shall not be construed to create an employee, representative, joint venture, or partnership relationship between the City and Judge. Neither Party is an agent of the other Party for any purpose. Accordingly:

Judge shall provide Services as an independent contractor, and Judge shall not be considered an employee of the City for any purpose;

Judge shall not be entitled to, and shall not receive from City in connection with Services any workers’ compensation coverage, insurance coverage, pension, profit sharing, paid vacation, sick leave disability or similar benefit normally provided by City to its employees;

Judge retains sole and exclusive liability and shall withhold and/or pay all taxes and contributions required to be withheld and/or paid under federal and state income tax laws, unemployment compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings, with respect to all Services provided hereunder, in a timely manner;

Judge is solely responsible for paying his own business expenses, and expenses will only be reimbursed as set forth in this Agreement; and

Judge is free to perform services for any other person or organization.

At all times during the term of this Agreement, neither party will function as or represent itself to be the other party or its agent, and no officer, employee, or agent of one party shall hold himself or herself out to be an officer, employee, or agent of the other party.

2. **TERM OF APPOINTMENT:**

The Judge has accepted the appointment of *Pro Tem* City Court Judge for the City of Laurel, commencing on or around January 1, 2024 and continuing thereafter, until terminated by either party as described herein. The Judge must comply with all requirements for service as a *Pro Tem* City Court Judge, including but not limited to complying with all training requirements imposed by the State of Montana.

3. **SCOPE OF SERVICES:**

The Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted City Court according to the requirements of the Montana Constitution, the Official Code of Montana, the Code of Judicial Conduct, the Uniform Rules, City Courts of the State of Montana and such other rules as may be prescribed by the Supreme Court of the State of Montana. The Judge shall preside over all pre-trial conferences, cases, trials, and hearings as agreed upon by and between the sitting City Court Judge for the City of Laurel and Judge He Does It. The Judge also shall perform the duties described in section 4.

4. **JUDICIAL INDEPENDENCE AND ADMINISTRATION:**

The Judge is independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with a judge when performing judicial duties. The Judge is solely responsible for judicial decisions. Judicial decisions include, but are not limited to, establishment of a standard bail schedule if the Judge deems appropriate, establishment of a standard fine schedule for use with violations that do not require court appearances, determination of fines and punishment in individual cases, determination of bail in individual cases, establishment of standing orders regarding offenses for which cash bail is not required, determination of financial ability, determination of conditions of probation, determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties including community service and penalty or fine reductions.

5. **COMPENSATION:**

The Judge's compensation for Services is set forth below:

- Hourly Rate for Services: \$35.00 per hour (includes travel time)
- Mileage at GSA mileage rates for travel to City Court

The Judge shall invoice the City on a monthly basis, or as soon as practicable following the signing of this Agreement.

6. **METHOD OF PAYMENT:**

The Judge shall provide invoices directly to the City, which the City will pay in

accordance with its Purchasing and Procurement policies and procedures.

7. **CONTRACT ADMINISTRATION:**

This Agreement shall be administered by the City Mayor and/or designee on behalf of the City and by the Judge on his own behalf.

8. **TERMINATION OF AGREEMENT:**

This Agreement may be terminated by either party at any time within ten (10) days written notice, unless otherwise mutually agreed by the parties.

9. **MERGER AND AMENDMENT:**

This Agreement contains the entire understanding of the City and the Judge with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instruments executed by the City and Judge hereto.

This Agreement shall be governed under the laws of the State of Montana, and any dispute regarding this Agreement shall be resolved in Yellowstone County, State of Montana.


10. **SEVERABILITY**

If any provision of this Agreement or their application to any circumstance is held invalid, the remainder of this Agreement and their application to other circumstances is not affected.

(Signatures on next page)

IN WITNESS WHEREOF the parties hereto do hereby execute this Agreement.

CITY OF LAUREL

By: 
Mayor Dave Waggoner

Date: 7/23/24


PRO TEM CITY COURT JUDGE

By: 
Judge Raphael J. He Does It

Date: 24 July 2024

IN WITNESS WHEREOF the parties hereto do hereby execute this Agreement.

CITY OF LAUREL

By: 
Mayor Dave Waggoner

Date: 7/23/24

PRO TEM CITY COURT JUDGE

By: _____
Judge Raphael J. He Does It

Date: _____