## AGREEMENT FOR MUNICIPAL LEGAL SERVICES

THIS AGREEMENT is made and entered into as of the <u>day of</u>, 2022 between the City of New Meadows, Adams County, Idaho (the "CITY") AND Richard Stubbs (the APPOINTED CITY ATTORNEY").

## Section 1. PURPOSE AND TERM OF AGREEMENT

The City hereby enters into this agreement with Richard Stubbs for the services as APPOINTED CITY ATTORNEY for the CITY for Fiscal Year 2022, which ends on September 30, 2022. This Agreement is renewable on an annual basis at the beginning of each Fiscal Year.

## Section 2. PROSECUTING ATTORNEY SERVICES

The APPOINTED CITY ATTORNEY does not provide prosecuting attorney services for the CITY. Prosecution of criminal offenses committed within the corporate limits of the CITY is performed by the Adams County Prosecuting Attorney Office pursuant to contract with the CITY.

# Section 3. CITY ATTORNEY SERVICES

The APPOINTED CITY ATTORNEY shall advise the Mayor, City Council and City Staff on legal questions concerning the CITY, Planning & Zoning, draft municipal documents and perform legal services requested by the Mayor or City Clerk. The APPOINTED CITY ATTORNEY will attend all City Council meetings in person or remotely unless excused by the Mayor.

### Section 4. COMPENSATION

For rendering the services set forth in Section 3 hereof, the APPOINTED CITY ATTORNEY shall be compensated by the CITY on a flat fee basis at the rate of \$\$200 per month, which is based on the expectation that the APPOINTED CITY ATTORNEY typically will spend approximately four hours per month providing CITY ATTORNEY SERVICES, including attending City Council Meetings. If the APPOINTED CITY ATTORNEY is required to spend more than four hours per month providing CITY ATTORNEY SERVICES, the APPOINTED CITY ATTORNEY will bill the CITY for such additional time at the rate of \$130 per hour. The APPOINTED CITY ATTORNEY will provide a monthly report to the CITY of the time he spends providing CITY ATTORNEY SERVICES.

### Section 5. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon thirty (30) days written notice. Said notice shall state the reason for and the effective date of said termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year first above written.

CITY OF NEW MEADOWS, Adams County, Idaho

By\_\_\_\_\_ Julie Good, Mayor Richard Stubbs, Appointed City Attorney

ATTEST:

Kyla Gardner, City Clerk