

## TEMPORARY LEGAL SERVICES AGREEMENT

THIS AGREEMENT is entered into to be effective the 1st day of October, 2025, by and between the CITY OF SANDPOINT, a municipal corporation of Idaho (CITY), and the Law Offices of HERRINGTON & ASSOCIATES, PLLC (ATTORNEY), with its purpose being to provide legal services to the CITY.

WITNESSETH:

WHEREAS, the Mayor and City Council of the City of Sandpoint recognize the CITY'S ongoing need for legal services from counsel with experience in the field of municipal law; and,

WHEREAS, the ATTORNEY has substantial local government law experience and the skills and resources to respond to the CITY'S needs;

**NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and the ATTORNEY agree as follows:**

1. **ATTORNEY SERVICES.** The ATTORNEY hereby agrees to provide the following services to the CITY:

a. **COUNCIL MEETINGS.** ATTORNEY shall attend City Council meetings when requested by the Mayor unless impossible due to circumstances beyond the control of the ATTORNEY.

b. **PLANNING AND ZONING MEETINGS.** ATTORNEY will attend Planning and Zoning meetings when requested by the City Planner or the Mayor unless he is unable to attend due to scheduling conflicts or circumstances beyond the control of the ATTORNEY.

c. **ADVISING STAFF, THE MAYOR AND CITY COUNCIL.** ATTORNEY will be available by telephone and in person to promptly advise the Mayor, Council members and staff regarding City government legal issues.

d. **REVIEW AND PREPARATION OF DOCUMENTS.** The ATTORNEY shall review all documents of a potentially legal nature and shall prepare such documents as requested. Documents contemplated for review or preparation shall include, but not be limited to, all contracts, agreements, bid specifications, resolutions, ordinances, and ordinance summaries, as requested by the Mayor and City Council. Additionally, ATTORNEY shall review agendas for upcoming Council meetings prior to such meetings.

e. **CITY ATTORNEY.** The ATTORNEY shall temporarily perform such other duties as are required of a City Attorney under Idaho Law.

f. **OTHER SERVICES.** The ATTORNEY, at the request of the Mayor, will draft legislation and produce written reports and legal opinions, will make presentations to City officials and staff and will be available to travel as necessary to perform the obligations of this agreement. The ATTORNEY shall provide a monthly report accounting for hours spent on each project.

g. **LITIGATION.** The ATTORNEY shall represent the CITY in civil and criminal litigation upon the specific request of the Mayor. The ATTORNEY reserves the right to decline such representation where he believes special skills are required or when circumstances beyond his control warrant such action. The ATTORNEY may employ the law firm of White Peterson to assist in dealing with threatened or actual litigation.

h. **QUALITY OF SERVICES.** The ATTORNEY shall make his best effort to provide the highest quality legal services necessary to meet the CITY'S needs at the lowest possible expense. ATTORNEY will perform duties assumed under this agreement in accord with standards of professional conduct in the legal profession. Time is of the essence in performing the terms of this agreement.

2. **NOT EXCLUSIVE.** The agreement shall not be deemed exclusive; the CITY may hire outside legal counsel when specific legal expertise is needed.

3. **PAYMENT FOR SERVICES AND TERMS.** The CITY hereby agrees to compensate the ATTORNEY for legal services at the following rates:

a. **LEGAL SERVICES.** Legal services shall be billed at the lowest applicable rate per the attached fee schedule. Work performed by an associate attorney, paralegal legal, or intern and litigation shall be compensated at the rate set forth in the attached fee schedule, incorporated herein by this reference. Any services reimbursed by outside parties shall be reimbursed pursuant to the attached fee schedule, which is incorporated herein by this reference. ATTORNEY has arranged for the firm of White Peterson to support the City in any litigation threatened or filed during this agreement.

b. **SECRETARY.** The ATTORNEY shall provide his own secretarial support; however, where lengthy documents above and beyond the usual scope of the work set forth in Paragraphs 1.a. through 1.e. require substantial secretarial hours, such hours shall be billed at a rate not to exceed that set forth in the attached fee schedule.

c. **PAYMENT.** The CITY shall be billed on a monthly basis for legal services. All bills shall accurately reflect the hours spent on City projects and other expenses. Bills for all services shall be paid within 30 days of billing.

d. **MISCELLANEOUS EXPENSES.** The CITY hereby agrees to reimburse the ATTORNEY for the following other expenses at the rates incorporated in the attached fee schedule.

- For travel expenses approved in advance by the Mayor.
- For a minimum of 2.0 hours billed for City Council and other meetings attended by the ATTORNEY. For a minimum of .5 hours billed for City Council meetings where the ATTORNEY is available by telephone or zoom.

- For such other expenses as the parties deem appropriate as agreed to in advance of incurring such expenses.

4. **DOCUMENTS.** All documents and notes in the ATTORNEY'S files shall remain the property of the ATTORNEY. However, the Mayor and City Clerk shall have the right to view and obtain copies of all formal documents and paperwork prepared at City expense.

5. **TERM.** This agreement shall be effective for an a term of 100 days. The ATTORNEY may terminate this agreement by providing the City 30 days' written notice of termination. The CITY may terminate this agreement by providing the Attorney 48 hours written notice of termination.

6. **COMMUNICATIONS.** The CITY shall forward to the ATTORNEY copies of all Contracts being considered, City Council and Planning/Zoning Commission agendas and minutes and shall keep the ATTORNEY informed of all claims and other matters which may require legal evaluation. The purpose being to ensure that the law is not being ignored as the City proceeds with routine business.

7. **INDEPENDENT CONTRACTOR.** The ATTORNEY agrees to perform the services specified herein as an independent contractor and shall remain responsible for expenses of self-employment and clerical assistance necessary to complete the duties set forth in this agreement except as set forth above.

8. **PUBLIC OFFICIAL; LIABILITY.**

a. ATTORNEY shall be a considered a public official functioning as the City Attorney under this contract.

b. This agreement shall be governed and interpreted in accordance with the laws of the State of Idaho. Jurisdiction for resolution of disputes arising from performance of this agreement shall rest with the courts of the State of Idaho with venue lying in Latah County. Should legal action be necessary to enforce the terms of this agreement, the prevailing party shall be entitled to its reasonable costs and attorney's fees.

c. The ATTORNEY agrees that he will not bring suit against the CITY concerning events arising out of the performance of this agreement except for non-payment of compensation or for intentional wrongful conduct which harms the ATTORNEY. The CITY'S right to recover against the ATTORNEY shall be limited to causes of action related to intentional conduct adverse to the CITY'S interest, or to ATTORNEY'S failure to perform duties assumed under this agreement.

d. To the extent of other third-party claims or causes of action, the CITY agrees to hold the ATTORNEY harmless and the ATTORNEY agrees to cooperate fully in the mutual defense of such claims or causes of action. The ATTORNEY shall be added to any City insurance currently providing errors and omissions insurance for City officials or employees. The CITY will provide a defense for ATTORNEY to any third-party action in the same manner and to the same extent as provided for employees pursuant to Idaho Code Section 6-903 with a subsequent right of recovery against ATTORNEY limited by the provisions of this agreement.

9. **ADDRESSES**. Addresses of the parties for all purposes under this agreement shall be as follows:

CITY OF SANDPOINT  
1123 Lake Street  
Sandpoint, ID 83805


HERRINGTON & ASSOCIATES, PLLC  
PO Box 9562  
Moscow, ID 83843

Either party may, from time to time, change their address by giving the other party written notice.

10. **SEVERABILITY**. In the event that any provision of this agreement shall be held unenforceable or invalid by a court of competent jurisdiction, the provisions not affected by said decision shall remain in full force and effect.

**IN WITNESS WHEREOF**, the CITY, by and through its Mayor and City Clerk, and the ATTORNEY have set their respective hands on this agreement the day and year first set forth above.

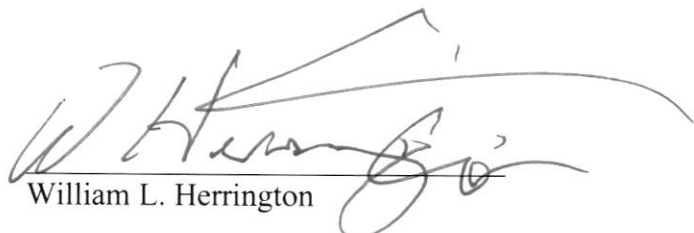
CITY OF SANDPOINT

  
\_\_\_\_\_  
Jeremy Grimm, Mayor

Attest:  
(seal)

  
\_\_\_\_\_  
City Clerk

ATTORNEY:

  
\_\_\_\_\_  
William L. Herrington

## FEE SCHEDULE

### City of Sandpoint:

(hourly rate under contract)

General Matters: William L. Herrington	\$ 205.00
Contested Administrative Hearings (unless reduced rate approved)	205.00
Litigation (unless other reduced rate approved)	275.00
Legal Work Reimbursed by Outside Persons or Entities	Rate set forth below
Associate Attorney	205.00
Paralegal and Legal Intern	100.00
Secretary (when applicable)	65.00
 Mileage	 \$.65 per

### Private Parties and Businesses (for reimbursement purposes) and White Peterson:

General Matters	\$220.00
Administrative Hearings	220.00
Litigation	300.00
Associate Attorney	220.00
Paralegal	100.00
Legal Intern	100.00
Secretary (when applicable)	65.00
 Mileage	 \$.65per

**Rates will increase by \$5.00/hour on January 1, 2026**

**Late Charge:** Any account past due for more than 30 days may be charged an additional one and one half percent (1.5%) service charge on the unpaid balance.

**Calculation of time:** Time will be billed in 1/10 hour (6 minute) increments, rounded up to the next increment.