

**CONTRACT FOR  
MUNICIPAL PROSECUTOR LEGAL SERVICES  
CITY OF SANDPOINT, IDAHO**

The Parties to this Contract for Municipal Prosecutor Legal Services are Louis Marshall, Bonner County Prosecutor, 127 South First Ave, Sandpoint, Idaho 83864 ("Bonner") and the City of Sandpoint, 1123 Lake Street, Sandpoint, Idaho 83864 ("the City"). Bonner and the City are referred to collectively herein as "the Parties."

WHEREAS, the City desires to contract with Bonner to perform the services of a City Prosecutor prosecuting misdemeanors and infractions occurring within Sandpoint City limits; and

WHEREAS, Bonner desires to contract with the City to provide services as a City Prosecutor;

NOW THEREFORE, for the mutual covenants and considerations described herein, the Parties agree as follows:

1. ROLE OF BONNER AND SCOPE OF WORK: Bonner agrees to provide legal services to the City, specifically prosecution of misdemeanors and infractions where a Sandpoint police officer is the citing and/or investigating officer.

2. FEES AND EXPENSES FOR MATTERS WITHIN THE SCOPE OF WORK: The City agrees to pay Bonner for its services at a rate of SEVEN THOUSAND EIGHTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$7,083.33) per month, for a total of EIGHTY-FIVE THOUSAND DOLLARS (\$85,000) per year.

3. BILLING AND COMPENSATION: The City shall pay in monthly installments.

4. TERM: This Contract shall be in full force and effect beginning October 1, 2023, and shall renew on the anniversary of that date in each subsequent year unless amended or terminated by either Party.

5. TERMINATION: Either of the Parties may terminate this Contract for any reason or for no reason by giving thirty (30) days written notice to the other Party. Upon termination by either Party, the City agrees to pay to Bonner all fees and expenses for services performed prior to the date of termination.

7. CONFLICTS: Bonner agrees not to undertake representation of any person or entity in a manner adverse to the City's legal interests during the term of the contract. Further, Bonner agrees that, to the best of their actual knowledge, neither Bonner nor anyone in its firm who will be working on specific matters related to representation of the City, has personal, business, or financial interests or relationships which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of those who are or will be acting

as representatives of the City. Bonner agrees to evaluate on an on-going basis whether, in its professional judgment, a conflict may become apparent or imminent. In the event that Bonner believes a conflict may develop, Bonner will immediately communicate with City administrators about the perceived potential conflict.

8. INDEPENDENT CONTRACTORS: Bonner shall be an independent contractor to the City and shall not be an employee. This Contract does not create any partnership, joint venture, or relationship other than an independent contractor relationship. Neither Bonner, nor its partners, Of Counsel attorneys, agents, or employees shall be deemed an employee of the City for any purpose whatsoever, and Bonner shall not be eligible to participate in any benefit program provided by the City for its employees. Bonner shall be exclusively responsible for the payment of its own respective taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to worker's compensation and Social Security obligations, professional fees or dues.

9. ASSIGNMENT: Bonner shall not assign or transfer its interest in this Contract.

10. APPLICATION OF LAWS: This Contract shall be interpreted, construed, and governed according to the laws of the State of Idaho.

11. DISPUTE RESOLUTION: Any controversy, dispute, or disagreement arising out of or relating to this Contract, or any breach thereof, shall, unless otherwise agreed to by the Parties, be settled by confidential, informal, binding arbitration with an arbitrator mutually acceptable to the Parties. Each party shall bear its own attorneys' fees and costs for such dispute resolution.

12. NOTICE: All notices required to be sent under this Contract shall be in writing and sent by First Class U.S. Mail or Personal Delivery addressed:

To Bonner:  
Bonner Prosecuting Attorney 127 South First Ave,  
Sandpoint, Idaho 83864 ("Bonner").

To City:  
Sandpoint City Administrator, 1123 Lake Street, Sandpoint,  
Idaho 83864 ("the City").

Each Party shall have the continuing obligation to advise the other of any change of address.

13. AGREEMENT: This written authorization embodies the entire agreement between the Parties, and there are no other agreements, oral or written, with reference to this Contract. In case any one or more of the provisions

contained in the Contract shall be held unenforceable, the remaining provisions contained herein shall not be impaired thereby.

14. **AMENDMENTS:** No change or modification to this Contract shall be valid unless made in writing and signed by both Parties.

15. **Board of Commissioners:** Idaho Code §§ 31-2604 and 31-3113 allows prosecuting attorneys to contract with cities for such prosecutions with the unanimous approval of the Board of Commissioners. This contract is subject to such approval.

16. **EFFECTIVE DATE:** The effective date of this Agreement is October 1, 2023.

SIGNED AND AGREED TO on this 20<sup>th</sup> day of September 2023.

By: [Signature]  
Mayor for the City of Sandpoint

Attest:

[Signature]  
Melissa Ward, City Clerk

SIGNED AND AGREED TO on the 21<sup>st</sup> day of September 2023.

By: [Signature]  
Louis Marshall, Bonner County Prosecutor

SIGNED AND AGREED TO on the 10 day of October 2023.

By: [Signature]  
Steve Bradshaw, Chairman of the Bonner County Board of Commissioners

Attest:

[Signature]  
Michael Rosedale, County Clerk



# Prosecutor's Office

Prosecutor's  
Office #1

October 4, 2023

## Memorandum

To: Commissioners

From: Louis Marshall  
Bonner County Prosecutor

Re: Renewal of contract for municipal prosecutor legal services with the City of Sandpoint, Idaho.

Description: Under applicable Idaho law, cities are responsible for prosecuting all misdemeanors and infractions which occur within their territorial limits. However, counties routinely provide this service in exchange for compensation. For the last five years, the Bonner County Prosecutor's Office has contracted with the City of Sandpoint to do just that, to great success.

The purpose of this new agreement is to reflect increases in the cost Bonner County will incur to complete its obligations under the Contract. As such the total amount is increasing from \$75,000 to \$85,000.

Distribution: \_\_\_\_\_ Copy to BOCC Office  
\_\_\_\_\_ Copy to Louis Marshall, Bonner County Prosecutor

A suggested motion would be: **Mr. Chairman based on the information before us I move that the Board approve the contract between the Bonner County Prosecutor's Office and the City of Sandpoint for the provision of municipal prosecutor legal services and authorize the Chairman to sign the agreement administratively.**

Recommendation Acceptance:  yes  no  Date: 10-10-23  
Commissioner Steven Bradshaw, Chairman