

REVISED LEGAL SERVICES AGREEMENT

THIS REVISED LEGAL SERVICES AGREEMENT, effective the ____ day of _____, 2025, by and between THE CITY OF SANDPOINT, a political subdivision of the State of Idaho, hereinafter called the "City," and LAKE CITY LAW GROUP PLLC, a professional limited liability company doing business in the State of Idaho, hereinafter called "Lake City Law".

WHEREAS, the City is authorized by Idaho Code Section 50-204 to retain an attorney for legal services; and

WHEREAS, Lake City Law maintains a law practice in the State of Idaho, specifically in the Cities of Coeur d'Alene, St. Maries and Sandpoint, Idaho; and

WHEREAS, the Mayor and City Council have determined that it would be in the best interests of the City to retain Lake City Law to provide legal services to the City.

NOW THEREFORE, for and in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. The City hereby retains Lake City Law for the purpose of providing legal services to the City, pursuant to Idaho Code Section 50-208A.

2. Fonda L. Jovick of Lake City Law shall serve as the Appointed City Attorney for the City, as prescribed by Idaho Code Section 50-204 with all protections of Idaho Code Section 50-206.

3. The services to be provided by Lake City Law are as follows:

The handling of routine legal matters (Routine Services), including, but not limited to: attendance at regularly scheduled City Council meetings, and regularly scheduled meetings and public hearings of the Planning and Zoning Commission; weekly meetings with either the Mayor, City Administrator or Department Heads; preparation of simple ordinances, orders or resolutions for the City; the review of contracts and agreements affecting the City; the review of routine matters affecting the enforcement of the City Code, zoning regulations and/or building codes; and the provision of routine legal advice and opinions to the City, including advice regarding functions of the Human Resource Department of the City.

The handling of specialized, or additional, services (Specialized Services), including, but not limited to: representing the City in litigation and/or administrative proceedings; enforcement of the City's Code provisions, zoning regulations and building standards through administrative or judicial proceedings; providing advice and counsel on complex regulatory matters, such as enforcement actions by state or federal agencies; contested personnel matters; negotiations with vendors for providing services to or by the City; and other related matters.

It is agreed that Lake City Law will not be required to prosecute criminal violations which are presently contracted to the Bonner County Prosecuting Attorney.

It is further agreed that while Fonda L. Jovick will serve as City Attorney, other lawyers of Lake City Law will provide legal services to the City. Fonda L. Jovick and Zachary Jones will represent the City as General Counsel and through its Planning and Zoning Commission. Fonda L. Jovick and Zachary Jones will represent the City in litigation prevention, risk management and land use; Corey Smith and Katharine Brereton will represent the City as special counsel and in litigation.

In addition to the fees specified below, the City agrees to reimburse Lake City Law all necessary and reasonable expenses incurred in the representation of the City in any of the matters specified above, including, but not limited to, filing fees, recording fees, lodging, meals, travel costs and expert witness fees, if necessary.

4. It is agreed that Lake City Law shall be compensated for its services as follows:

(a). Lake City Law shall be compensated at an hourly rate of Two Hundred Seventy Five Dollars (\$275) per hour, for all legal services provided by any attorney at the firm.

(b). Similarly, any paralegal time shall be billed at One Hundred Seventy Five Dollars (\$175) per hour.

5. The parties agree that Lake City Law is an independent contractor and is not an employee of the City. Unless notified otherwise, Fonda L. Jovick shall act as the primary contact for the firm.

6. The City agrees that any request for legal services beyond routine matters such as public records requests, contract and ordinance review, human resource/risk matters and land use/development reviews will be made through the City Administrator, the Mayor, or any City Council Member to Lake City Law.

7. This agreement shall be in effect until terminated by mutual agreement, or termination of the contract by a supermajority approval by council ~~on a "for cause" basis.~~
for any cause deemed sufficient.

8. This is to certify that Lake City Law Group and its agents is not owned or operated by the government of China, nor will it be owned or operated by the government of China during the duration of any and all contracts entered into with all of its clients.

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This Agreement shall bind and be obligatory upon, and shall inure to the benefit of the successors and assigns of the respective parties hereto, and time in all things is of the essence hereof.

Signed this _____ day of _____, 2025.

CITY OF SANDPOINT, IDAHO

Jeremy Grimm, Mayor

Melissa Ward, City Clerk

LAKE CITY LAW GROUP PLLC.

By: Fonda L. Jovick