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Zachary W. Jones
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July 2, 2025

Sent via email to: dgriffin@spotbus.org and jgrimm@sandpointidaho.gov

Donna Griffin
Selkirks-Pend Oreille Transit (SPOT)

Jeremy Grimm
City of Sandpoint

*Re: Waiver of Conflict re Engagement of Lake City Law Group PLLC
For Legal Services*

Dear Donna and Jeremy:

The purpose of this letter is to constitute an informed consent and waiver of any current and potential conflicts regarding this firm's requested engagement. If you have any questions or concerns regarding this, please do not hesitate to contact me or feel free to consult with independent counsel of your choice.

This firm represents both the City of Sandpoint ("the City") and Selkirks-Pend Oreille Transit (SPOT) as general counsel.

As previously advised to the City and SPOT, certain events may create a potential conflict of interest between our firm's representation of both entities at any time.

This potential conflict can be waived if both entities provide informed consent, in writing, consistent with Idaho Rule of Professional Conduct 1.7, which reads in material part as follows:

- (a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. ...

- (b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:
- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

 - (3) the representation does not involve the assertion of a claim by one client against another client...., and
 - (4) each affected client gives informed consent, confirmed in writing.

Notwithstanding the potential concurrent conflict of interest, we believe that we can provide both SPOT and the City with competent and diligent representation and representing both of these entities is anticipated to reduce overall legal expenses, streamline negotiations, if applicable, and promote efficiency.

If, however, a conflict or dispute between the two entities arises, our firm will be forced to recuse itself and each entity will be forced to obtain separate legal counsel. Further, the attorney-client privilege that protects your communications with this firm may be waived.

Each entity must consider and be aware of the potential concurrent conflict of interest, including the consequences that will result if a conflict arises, to make an informed decisions as to whether you wish to waive the conflict.

Provided that you understand and are in agreement with the terms of this conflict waiver, we ask that you indicate the same by your signature (below) and return this letter to our office. Once we have this written, informed consent, we will proceed with our representation of SPOT and the City.

Should you have any questions, concerns or reservations about this, we encourage you to seek independent legal advice. Thank you.

Sincerely,
LAKE CITY LAW GROUP, PLLC



Zachary W. Jones

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Waiver of Conflict

I hereby understand and agree with the terms set forth in the above communication and hereby waive any potential concurrent conflict of interest as described herein above made effective as of the date of this letter.

CITY OF SANDPOINT

SPOT

Jeremy Grimm, Mayor
Signed Following Council Approval

By: _____
Printed Name: _____
Title: Chairman of the Board

ATTEST:

Melissa Ward, City Clerk