

## **REVISED LEGAL SERVICES AGREEMENT**

THIS REVISED LEGAL SERVICES AGREEMENT, effective the 20<sup>th</sup> day of December, 2023, 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 City Attorney for the City, as prescribed by Idaho Code Section 50-204.

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 or City Administrator; 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.

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 through its Planning and Zoning Commission; Peter C. Erbland and Andrew P. Doman will represent the City as special counsel and in litigation; and Erik P. Smith will represent the City in litigation prevention, risk management and land use.

In addition to the fees specified above, 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). A monthly retainer in the amount of \$3,000.00, per month, for up to twenty (20) hours, per month, shall be paid by the City to Lake City Law for the provision of the Routine Services identified herein. Lake City Law shall be entitled to additional compensation, as described below, for any additional time spent providing the Routine Services in excess of twenty (20), per month.

(b). For Specialized Services, and for any time in excess of the twenty hours per month for the Routine Services, Lake City Law shall be compensated at an hourly rate of Two Hundred Dollars (\$200) per hour, for all legal services provided by a partner of the firm. If advantageous to the City, associate attorneys of the firm may assist in providing the services provided for herein, and shall be billed at One Hundred Seventy-Five Dollars (\$175) per hour. Similarly, any paralegal time shall be billed at One Hundred Dollars (\$100) 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 will be made through the City Administrator, or the Mayor, to Lake City Law.


7. This agreement shall be for a period of one (1) year, commencing the 1st day of October, 2023, and continuing for a period of one (1) year, or until terminated by mutual agreement, whichever is longer. This Agreement may be renewed for additional, one (1) year terms, on such terms and conditions as the parties may agree to, in writing, but in no event shall the City be obligated to provide any additional term or terms as part of this Agreement.


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.

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.

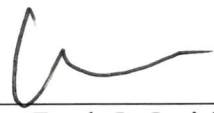
Signed this 20<sup>th</sup> day of December, 2023.

CITY OF SANDPOINT, IDAHO

  
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Shelby Rognstad, Mayor

  
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Melissa Ward, City Clerk

LAKE CITY LAW GROUP PLLC.

  
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By: Fonda L. Jovick