

No: 20-
Date: October 7, 2020

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: RENEWAL OF LEGAL SERVICES AGREEMENT WITH LAKE CITY LAW GROUP, PLLC

WHEREAS: In October 2019, upon committee review of the proposals received in response to the City's Request for Proposals (RFP) for City Attorney Services, Lake City Law Group, PLLC, was unanimously selected;

WHEREAS: Following selection, the City entered into a Legal Services Agreement (City Agreement A20-1530-1) with Lake City Law Group, PLLC, via Resolution No. 19-057, effective October 17, 2019, for one (1) year; and

WHEREAS: At this time, the City wishes to renew this agreement.

NOW, THEREFORE, BE IT RESOLVED THAT: The Legal Services Agreement with Lake City Law Group, PLLC, is hereby renewed.

BE IT FURTHER RESOLVED THAT: On behalf of the City, the Mayor or authorized designee, as provided for in the Procurement Process and Signature Authority Policy for Goods, Services, and Construction, as further outlined in the City of Sandpoint Procurement Policy, is authorized to sign the above-referenced Agreement, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

Shelby Rognstad, Mayor

ATTEST:

Melissa Ward, City Clerk

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, effective the 7th day of October, 2020, 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 Priest River, 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. Andrew P. Doman 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 Andrew P. Doman will serve as City Attorney, other lawyers of Lake City Law will provide legal services to the City. Fonda L. Jovick will represent the City through its Planning and Zoning Commission; Peter C. Erbland 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 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, Andrew P. Doman 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 7th day of October, 2020, 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.

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 7th day of October, 2020.

CITY OF SANDPOINT, IDAHO

Shelby Rognstad, Mayor

Melissa Ward, City Clerk

LAKE CITY LAW GROUP PLLC.

By: Andrew P. Doman