



P.O. Box 1242 – 217 Cedar Street, Suite 312  
Sandpoint, ID 83864  
Phone: (208) 304 - 6852

June 10, 2023

**RETAINER AGREEMENT - ENGAGEMENT LETTER**

***Via Email***

North Idaho College  
1000 W. Garden Ave.  
Coeur d'Alene 83814 83301  
Phone: (208) 769-3300  
Email: board@nic.edu

Re: *NORTH IDAHO COLLEGE GENERAL COUNSEL*

Dear North Idaho College:

We are pleased to welcome North Idaho College, (the “Client”) as a client of Boyles Law, PLLC (the “Firm”), and we appreciate the opportunity to act as your legal counsel. This letter (the “Agreement”) describes the basic terms of our engagement. If the Agreement is acceptable to you, please sign and return a copy of this Agreement to us at your earliest convenience. Please feel free to call us if you have any comments or questions concerning the Agreement.

**I. SCOPE OF SERVICES**

You have engaged us to provide you with general counsel legal advice and services. This scope includes managing and overseeing other outside counsel, panel counsel for insurance litigation and any other specialized attorneys hired by NIC on a limited or continuing basis. The scope of our engagement may change if you ask us to provide different services and we agree to provide them. If our engagement changes, the terms set out in this letter will apply to the expanded engagement, unless we enter into a further agreement modifying or superseding this one. Our engagement may be terminated by either one of us upon notice to the other.

We understand that the Chair of the Board of Trustees will be the primary person with whom we will communicate regarding the subject matter of our representation. This engagement does not create an attorney-client relationship between our lawyers and any organization affiliated with you, such as a corporate parent or subsidiary, or any individual constituent members, owners,

governors, employees, managers, or other persons affiliated with or contracting for Client. Our engagement is solely with Client.

## **II. STAFFING**

I will be the attorney responsible for the overall supervision of the legal services provided to you. Please feel free to contact me directly at (208) 304-6852. My e-mail address is Colton@CBoylesLaw.com. You should never hesitate to contact me, and I will endeavor to be available to you as often as you require.

Where appropriate, I may call upon others within our group, or engage consultants, to assist in representing you when the circumstances of the engagement require or when the talents of a particular individual can be beneficially applied in furtherance of your goals. We make all staffing decisions with an eye toward efficiency. As with all aspects of our relationship, we would be pleased to discuss or revisit these issues with you at any time.

## **III. BILLING PROCEDURES**

We will charge the Client for the above scope of legal services based upon an hourly fee. We have agreed to an hourly fee for my services of \$275.00/hour and \$225.00.00/hour for associates, including Alexander Haggard. If we use paralegal services in your matter, we will bill those at the rate of \$90 to \$120.00/hour. We will bill consultants according to a fee schedule that will be preapproved by you. If the scope of our engagement changes, it will be at the fee schedule above.

We generally bill on a monthly basis. Our bills are due and payable upon receipt and become past due after 30 days. Each month, the Client shall replenish the retainer to the full Retainer Amount. If you have any questions or concerns about the form in which your bills are presented, please raise them immediately. Please note that our Firm reserves the right to charge interest at the rate of ten percent (10%) per year on past due accounts. The wire instructions for payment of fees, should you choose to wire same, are as follows:

Retainer Amount: N/A

Boyles Law, PLLC

[REDACTED]

Sandpoint, ID 83864

Account No.: [REDACTED]

ABA No.: [REDACTED]

## **IV. REIMBURSEMENT OF COSTS**

In addition to fees, you will be responsible to pay for disbursements and certain other expenses incurred as a result of our engagement. We know that clients are concerned about reimbursable expenses, and we recognize, and take seriously, our obligation to control these costs.

For some disbursements, you will not be charged. These include costs of normal secretarial assistance. You will be charged for expenses we incur on your behalf for such items as filing fees, telephone and printing costs, courier charges, travel expenses of attorneys (such as transportation expenses, hotels, and meals), use of conference rooms and other disbursements customarily charged to our clients. You are directly responsible for the cost of experts, consultants, outside copying and imaging services and other vendors. We reserve the right to ask you to pay substantial third-party expenses directly to the providers of those services where appropriate.

## **V. PAYMENT**

To facilitate prompt payment, bills will be rendered directly to you. You should be aware that the Firm may terminate its legal services and withdraw from this engagement in the event our fees and other charges are not promptly paid. In addition, if our engagement is terminated by either one of us or for any reason, you will remain obligated to pay us for any charges incurred before the termination date.

## **VI. RESPONSIBILITIES OF ATTORNEY AND CLIENT**

We will provide strictly legal services to you in connection with this engagement. You are not relying on us for, and we are not providing, any business, investment, insurance or accounting decisions or any investigation of the character or credit of persons with whom you may be dealing.

You are engaging the Firm to provide legal services in connection with a specific issue. After completion of our services to you, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of our services to provide additional advice on future related legal issues, the Firm shall have no continuing obligation to advise you with respect to future legal developments.

In order for us to assist you effectively and efficiently, we expect that you will provide us with the factual information you have which relates to the subject matter of our engagement. We encourage you to share with us at all times your expectations and any concerns regarding our services at any time during the course of our representation. We believe that you should be actively involved in the strategy and management of your legal affairs and our goal is to encourage candid and frequent communication between us. We will keep you informed of developments regarding your matters and will consult with you as necessary to ensure the timely, effective and efficient completion of our work.

Our representation of the Client concludes when this Agreement is terminated. Following the conclusion of our representation, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the Firm. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our

records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

We pride ourselves on maintaining good working relationships with our clients. If you become dissatisfied with any aspect of our relationship, we encourage you to bring that to our attention immediately. It is our belief that most problems can be resolved by a frank and good faith discussion between us.

In order to provide Client with efficient and convenient legal services, the Firm will frequently communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents.

In addition, the Firm uses a cloud computing service with servers located in a facility other than the Firm's office. Most of the Firm's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, Client understands and consents to having communications, documents and information pertinent to the Client's matter stored through such a cloud-based service.

## **VII. CONFLICTS**

You are aware that the Firm represents other companies and individuals. It is possible that during the time we are representing you some of our present or future clients will have disputes or transactions with you. To preserve our ability to be available to our clients, you agree to waive in advance any conflict that might result from our continuing to represent or undertaking in the future to represent existing or new clients in any dispute or transaction that is not related to our work for you, even if the interests of such clients in those other matters are directly adverse to you. We agree that your prospective consent to conflicting representation will not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature that if known to such other clients could be used in any such other matter by such client to your material disadvantage. Note that in similar engagement letters with other clients we have obtained advance waivers which could preserve our ability to represent you.

## **VIII. DISPUTE RESOLUTION**

**(Please select either a or b. If no selection is made, or both a and b are selected, a will apply.)**

- a.  The Client and the Firm agree that any legal action arising out of or related to this Agreement shall be governed by and construed under the laws of the State of Idaho, but for Idaho choice of law provisions, which shall not apply. Any such legal action shall be filed solely in the District Court of the First Judicial District of the State of Idaho, in and for the County of Kootenai to the exclusion of any other available venue.

The parties hereby waive any objections to the forum, including personal jurisdiction and *forum non-conveniens*.

- b.  In the event of any difference of opinion or dispute between Client and the Firm with respect to the construction or interpretation of this agreement or the alleged breach thereof which cannot be settled amicably by agreement of the parties, such dispute shall be submitted to and determined by arbitration by a panel of three arbitrators, or if Client and Firm agree in writing, by one Arbitrator, in the county of Kootenai in accordance with the rules then obtaining of the American Arbitration Association or any other rules that the Client and Firm may mutually agree to in writing, and judgment upon the award shall be final, binding and conclusive upon the parties and may be entered in the highest court, state or federal, having jurisdiction. Each party shall bear their own attorney's fees. Client shall pay the costs of arbitration including arbitrator fees. Any arbitration and the documents and proceedings thereof shall be confidential unless expressly prohibited by applicable law, and then only to the extent as required by applicable law.

#### **IX. SIGNATURE**

While we would prefer to confirm the terms of our engagement by a less formal method than a written statement such as this, the Firm is required to memorialize the terms of our engagement in writing. We do request that you review this letter carefully and, if it is consistent with your understanding of our respective responsibilities, please return a signed copy.

We are looking forward to working with you. Please do not hesitate to call me if you have any questions concerning anything outlined in this letter or any other aspect of our engagement.

BOYLES LAW, PLLC

By: D. Colton Boyles, Esq.

#### REVIEWED, ACKNOWLEDGED AND AGREED:

By: \_\_\_\_\_

Authorized Representative  
North Idaho College

Dated: \_\_\_\_\_, 2023