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June 20, 2023

Greg McKenzie
Chair
Board of Trustees
North Idaho College
1000 West Garden Avenue
Coeur d'Alene, ID 83814

Sarah Garcia
Vice President for Finance
Finance and Business Affairs
North Idaho College
1000 West Garden Avenue
Coeur d'Alene, ID 83814

Re: *Engagement for Professional Legal Services*

Dear Trustee McKenzie and Ms. Garcia:

Thank you for engaging our firm to represent North Idaho College (“NIC” or “the College”) in the matter described below. This letter confirms our engagement agreement. We ask that you review it carefully and contact us promptly if you have any questions whatsoever about our relationship, now or in the future.

1. Scope of Representation

Our understanding of our representation is that we will provide the following legal services: representation of North Idaho College for its general counsel legal needs as reflected in that Request for Qualification North Idaho College Legal Counsel RFQ 23-04, including without limitation the following services:

- Advise and alert the Board and Administration on how the law may affect current and emerging business and policy decisions of the college. Monitor proposed legislation and changes in the law that may impact the College and notify the Board and Administration of such changes or proposed legislation in a timely fashion.
- Provide legal opinions, advice, and assistance to the College, and the Board.
- Assist the College in reviewing proposals and contracts for services when requested.
- Attend board meetings (scheduled monthly) and prepare responses to legal issues on the agenda. When requested, draft board resolutions. Review minutes following board meetings.
- Be available and accessible at all times for designated College staff.
- Provide advice and counsel on personnel issues.
- Handle litigation, either directly or as liaison to insurance retained council for matters covered by applicable liability insurance.

We will at all times act on NIC’s behalf to the best of our ability. However, we cannot guarantee any outcome. Any expressions on our part concerning the outcome of NIC’s legal matters are expressions

of our best professional judgment only. Naturally, our opinions are necessarily limited by our knowledge of the facts and the state of the law at the time they are expressed.

2. Who Performs the Legal Services

Subject to supervision, sections of NIC's work may be performed by other lawyers or legal assistants employed by the firm. This delegation is for the purpose of providing services in the most efficient manner. Given our unwavering commitment to 24/7 legal services, the Firm has identified four attorneys who would act as Principal Attorneys for NIC: They are Kevin F. O'Neill, Garrett J. Williams, Jason K. MacKay, and Jason D. Brown. Mr. O'Neill and Mr. Williams are both currently licensed to practice law in Idaho and Washington and are immediately available to assist. Mr. MacKay and Mr. Brown are currently seeking admission to the Idaho State Bar through reciprocity and will be available to assist upon receipt of their Idaho law license.

3. Legal Fees

Our fees will be computed on an hourly basis. For this matter our hourly rates are as follows:

Principal Attorney and Partner General Counsel Services: \$275 per hour

Principal Attorney and Partner Litigation Services: \$295 per hour

Associate Legal Services: \$225.00—\$250.00 per hour

Paralegal, Intern, and Consultant Services: \$175 per hour

Our time is recorded in units of tenths of an hour.

We will bill NIC on a monthly basis. NIC agrees to make payment within thirty (30) days of receiving its statement. Unpaid fees and disbursements will accrue interest at the maximum rate permitted by state law (non-competitive), but not exceed one percent (1%) per month from the beginning of the month in which they become overdue.

If at any time NIC disagrees with the amount of our fees, NIC should feel free to discuss it with us. Typically, such disagreements can be resolved to the satisfaction of both sides.

4. Out-of-Pocket Expenses

We typically incur and pay on our client's behalf a variety of out-of-pocket costs arising in connection with legal services. These include charges made by government agencies and service vendors as well as clerical charges. Whenever such costs are incurred, we will itemize and bill them. We incur outside costs as NIC's agent and incur internal expenses on NIC's behalf; NIC agrees that these costs will always be paid on a regular basis.

5. Termination

NIC may terminate our representation at any time with or without cause. If such termination occurs, NIC's papers and property will be returned to NIC promptly upon receipt of payment of outstanding fees and costs. We will keep our own files pertaining to the legal services. NIC's termination of our services

will not affect NIC's responsibility for payment of legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

We practice under the Idaho Rules of Professional Conduct, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss with NIC any situation which may lead to our withdrawal, and if withdrawal ever becomes necessary, we will give NIC written notice of the withdrawal.

We are pleased that NIC is entrusting its work to us and will do our best to provide NIC with high-quality legal assistance. It is important for us to know how our clients feel about the services we provide. If you ever feel that we are not meeting this commitment, or you have other questions about our relationship, please do not hesitate to contact us.

After you have had a chance to review this agreement, please sign the original below and return it to us. We very much look forward to representing you.

Very truly yours,



Kevin F. O'Neill
Partner, Stevens Clay P.S.



Garrett J. Williams
Partner, Stevens Clay P.S.

Executed this ____ day of _____, 2023, at Coeur d'Alene, Idaho.

NORTH IDAHO COLLEGE

NORTH IDAHO COLLEGE

Greg McKenzie, Chair
Board of Trustees

Sarah Garcia, Vice President for Finance

Date: _____

Date: _____