

May 23, 2023

VIA EMAIL – gmmckenzie@nic.eduGreg McKenzie
Chair
Board of Trustees
North Idaho College
1000 West Garden Avenue
Coeur d’Alene, ID 83814**VIA EMAIL – sarah.garcia@nic.edu**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 Services**

Dear Trustee McKenzie and Ms. Garcia:

Thank you very much for asking Holland & Hart LLP (“Holland & Hart”) to represent North Idaho College in the matter described below. We look forward to working with you. This letter confirms our discussion, summarizes our understanding of our representation of North Idaho College and addresses certain aspects of how we will undertake this representation. Our goal is to provide you with the legal services you need, when you need them and for a reasonable charge. Holland & Hart has consistently worked hard to be flexible and cost-conscious, and to include our clients whenever possible in the frequent decisions which must be made about where and when to devote Holland & Hart’s time and resources. We encourage and welcome your thoughts, questions and directions at any time on all aspects of our work including staffing decisions, time commitments and billing procedures.

North Idaho College confirms that the work that Holland & Hart has agreed to perform is for North Idaho College only, and not for any affiliated entities. Only North Idaho College itself is the client.

My 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 RFG 23-01R, including without limitation board governance, contracting, litigation and litigation management, employment counseling, data privacy, Family Educational Rights and Privacy Act, and HIPAA. Please be advised that when a request for such legal work is made, Holland & Hart will screen any potential adverse and related parties for conflicts of interest and will proceed with the work if there is no conflict of interest. Before providing our legal services, we will ask

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Boise, ID 83702-7714**Mailing Address**
P.O. Box 2527
Boise, ID 83701-2527**Contact**
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you to confirm the scope of work you have requested us to perform. If the above is not a correct summary of what you have asked us to undertake, please let me know immediately.

We do not undertake to renew or maintain any trademarks, trade names, patents, UCC financing statements, judgments, or other filings unless (i) we otherwise specifically agree in writing, and (ii) we are currently representing you at the time the renewal is required. As a matter of courtesy only, we may from time to time voluntarily provide you with notices of future events or activity affecting your rights related to such filings or other documentation we have prepared, but any such notices shall not be regarded as evidence of an obligation to provide them to you or any assurance that such notices will be provided in the future.

If the above is not a correct summary of what you have asked us to undertake, please let me know immediately. Once this work is completed, our representation will conclude unless you and we otherwise agree. Of course, we would welcome the opportunity to discuss assisting you on such other matters as you request and we expressly agree in writing to accept.

The scope of our representation does not require access to any Personal Health Information (“PHI”) or Individually Identifying Health Information (“IIHI”) as defined in HIPAA, HITECH, and the corresponding regulations and client agrees not to disclose any PHI or IIHI to the firm. If you believe that such disclosure is necessary in the future, please advise us as soon as possible, and prior to making any disclosure, so that we can enter into an appropriate business associate agreement and implement any necessary security precautions.

I contemplate that our work for you will be principally staffed by me, Alex Grande (for employment issues), Kim Stanger (health and health insurance), Tori Osler (real estate), Anne Henderson (my associate, who will be working with me), Monica Lehman (my paralegal) and Rich Spilde (data privacy and FERPA). All of the attorneys except for Rich are in the Boise office. Rich is in the Denver office. My current hourly rate is \$500, Alex’s hourly rate is \$440, Kim’s hourly rate is \$525, Tori’s hourly rate is \$385, Anne’s hourly rate is \$395, Monica’s hourly rate is \$255, and Rich’s hourly rate is \$765. It is likely that other attorneys and service providers may be called upon to work on your behalf. In each such case, their names and hourly rates will appear on our monthly statements. In general, these are our ranges of current hourly rates: Partners, \$435 - \$1,140; other attorneys, \$290 - \$1,065; and other service providers, \$90 - \$730. Our rates generally change each year on January 1st and we will notify you of those changes in the first billing statement that includes the charges for any adjusted rate.

You have asked Holland & Hart LLP to represent North Idaho College in a variety of matters, some of which may include contractual advice adverse to Kootenai Health and various affiliates (collectively, “Kootenai Health”). As I have discussed with Ms. Garcia, Holland & Hart currently represents Kootenai Health in unrelated matters. I have discussed with Ms. Garcia the fact that we may represent North Idaho College adverse to Kootenai Health only if both North Idaho College and Kootenai Health provide informed consent. We have further

discussed the risks and available alternatives, and you have informed us that you wish for us to represent North Idaho College, including in contractual matters adverse to Kootenai Health. Holland & Hart will continue to represent Kootenai Health in matters unrelated to North Idaho College in the future.

Accordingly, this letter confirms that you, on behalf of North Idaho College, (1) agree to our representation of North Idaho College notwithstanding our representation of Kootenai Health in unrelated matters, (2) waive any conflict of interest arising from our concurrent representation of North Idaho College and of Kootenai Health in unrelated matters, and (3) agree not to seek to disqualify Holland & Hart from representing Kootenai Health in unrelated matters.

Holland & Hart will not represent North Idaho College in a lawsuit directly adverse to Kootenai Health unless Kootenai Health gives a subsequent waiver specifically covering such a lawsuit.

Our customary practice, which I will follow with respect to this engagement, is to bill for our services and expenses monthly. We will bill for our time on an hourly basis, in increments of one-tenth hour (six minutes). We expect payment of our statements upon your receipt of them. The attached billing procedure statement (“How We Charge for Our Services and Expenses”) contains a more complete description of how we charge and bill for our services and expenses. I welcome any questions you may now have about our billing procedure or may have in the future about any statement we send to you as the work progresses.

We will maintain records related to this engagement in formats and organization that we, in our sole professional judgment, determine are efficient and appropriate for the conduct of this engagement. After the engagement ends, meaning the date of our last bill for services in this matter, we will maintain or destroy these records in accordance with our then-existing record retention policy. If the firm determines that the records should be destroyed, and fewer than 15 years have elapsed from the conclusion of the engagement, we will first give you written notice of our intention to destroy the records at your last address known to us. The notice will inform you that the records will be destroyed 60 days after the date of the notice unless you notify the firm in writing that you want the records to be sent to you at your expense. If the notice is returned to us as undeliverable, we will destroy the records, as the lack of a correct forwarding address will indicate that you have abandoned them. If at any time you request transfer of the records to which you are entitled, we reserve the right to transfer them in the paper and/or electronic formats and organization in which we maintained them. In that event or if you request destruction of the records, we reserve the right to retain (at our expense) a copy of any part of the records for any reason, such as to comply with legal or ethical obligations.

I believe that the foregoing covers the essential elements of our engagement. If for any reason this letter does not accurately reflect your understanding of the terms of our engagement, please contact me immediately. Otherwise, please indicate your acceptance of these terms by signing a copy of this engagement letter and returning it to me or confirm by return e-mail that you agree to the terms as soon as possible. In any event, unless we hear from you to the contrary, we will proceed with our representation of you on the terms described in this letter.

Sincerely yours,



Robert A. Faucher
Partner
of Holland & Hart LLP

Enclosure

cc: Art Macomber, Esq. (via Email – art@artmacomber.com)

This engagement letter may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This engagement letter may be executed and delivered by facsimile transmission, by electronic mail in “.pdf” or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docuSign.com).

The above letter correctly sets forth our agreement.

North Idaho College

North Idaho College

Greg McKenzie, Chair
Board of Trustees

Sarah Garcia, Vice President for Finance

Date: _____

Date: _____

HOW WE CHARGE FOR OUR SERVICES AND EXPENSES

Holland & Hart LLP (“Holland & Hart”) wants each client relationship to be productive, satisfying and free of misunderstandings. We believe one way to accomplish this goal is to explain at the outset how we charge for our services and expenses.

A specific attorney (the “relationship attorney”) is responsible for billing with respect to each matter we undertake for you. In addition to serving as your primary contact and either performing or overseeing services provided for you, the relationship attorney will review and approve each statement you receive from us.

Our usual practice is to send a statement for services and expenses monthly. Our statement describes the services we have performed on your behalf so that you have a current understanding of any charges and expenses. If we have a written agreement for some other arrangement, we will proceed accordingly.

Our responsibility is to ensure that you receive an accurate and fair statement. In return, we expect you to pay our statements within 30 days of the statement date, unless we have otherwise agreed. We accept payment by company or personal check, Fed wire transfer, or electronic funds transfer, in each case denominated in United States dollars. We do not accept payment by company or personal credit or debit card unless we agree to specific arrangements at the time.

We encourage you to raise any questions or comments regarding any statement with your relationship attorney. If you fail to keep your account current, we reserve the right to terminate our representation in accordance with applicable ethical rules. We also reserve the right to assess a late payment charge at the rate of 1% per month on any unpaid balance beginning on the 30th day after the date of the statement.

FEES FOR SERVICES

Our engagement letter sets forth the terms on which we will charge you for our services. If we are providing services on an hourly basis, our engagement letter discloses the current hourly billing rate of the attorneys and other service providers who will work on matters for you. From time to time other attorneys and service providers may be involved in your work. Their names and hourly rates will be reflected in our statements. Our fees, whether based on our time or otherwise, are exclusive of any taxes that we are required to collect under applicable law, which will be added to our statements. Please note that we review and adjust our billing rates annually, and our adjusted billing rates typically take effect on January 1, unless we have agreed to a different arrangement or timing. You will be advised of changes in billing rates in the first statement that includes charges for services at any such adjusted rate.

EXPENSES

You will be invoiced for certain direct expenses incurred in the course of providing legal services to you. We charge expenses to your bill with no mark-up for handling and no surcharge for the cost of carrying the charge until you make payment. Thus, filing fees, incorporation fees, charges from court reporters, overnight courier fees, messenger fees, Kira document review fees, and similar expenses will appear on your bill at the amount disbursed by us on your behalf or at our cost. Notwithstanding the previous sentence, unless we otherwise agree, we expect you to pay directly (or prepay through a retainer) any expenses over \$2,500 invoiced by persons or companies outside our firm for your account.

INSURANCE COVERAGE

You may have insurance policies relating to a matter for which you engage us that might cover, among other things, reimbursement of attorneys’ fees and costs. If coverage is potentially available, including coverage for our fees and costs, your appropriate insurance company must be notified as soon as possible. Whether, when, and to what extent the insurance coverage might be available to reimburse all or a portion of our fees and costs, you nevertheless remain primarily obligated for amounts owed us.

LITIGATION SUPPORT AND TRIAL PREPARATION

Holland & Hart provides a variety of litigation support and trial preparation services and products. These services and products include discovery management, trial consulting, witness preparation, jury selection, preparation of multimedia trial exhibits, trial setup and document imaging. The charges for these services and products will be established by agreement between the Holland & Hart relationship attorney and the client at the inception of the engagement, or in the alternative, when the need for such services arises.

REPORTABLE TRANSACTIONS

Certain transactions become “reportable transactions” under the Internal Revenue Code and the associated regulations if an advisor, including a lawyer, requires them to be kept confidential. Holland & Hart does not require such confidentiality. Accordingly, Holland & Hart agrees that you (and your employees, representatives or other agents) may disclose to any and all persons, without limitation of any kind, (i) the Federal income tax treatment and the facts relevant to understanding the Federal income tax treatment of our representation of you and any transaction with which we may assist, and (ii) all materials of any kind (including opinions or other tax analyses) that are provided to you by Holland & Hart relating to such tax treatment and such facts. In addition, Holland & Hart does not claim that any tax information (as opposed to tax legal advice) provided by it is proprietary or exclusive.

NEVADA DISCLOSURE PURSUANT TO RULES OF PROFESSIONAL CONDUCT RULE 7.5A (c)(5)(ii)

As you know, Holland & Hart has offices located in Las Vegas and Reno, which are staffed with lawyers who are admitted to practice law in the State of Nevada. In addition, we have lawyers admitted in other jurisdictions where Holland & Hart has offices, including Colorado, Utah, New Mexico, Wyoming, Montana, Idaho, Alaska and Washington D.C. For this matter, we may or will seek assistance from other lawyers who are not admitted in Nevada but who will work with our Nevada-admitted lawyers. As the engagement proceeds, we may enlist the services of other firm lawyers, not admitted in Nevada, in order to provide all of the legal services you have requested. Under Rule 7.5A of the Nevada Rules of Professional Conduct, we are required to make this disclosure. If you have questions about it, now or in the future, please let us know.

NEW MEXICO SUCCESSION PLAN

Pursuant to New Mexico Rule of Professional Responsibility 16-119, Holland & Hart has a succession plan in place for all New Mexico-licensed lawyers.