

EAGLE URBAN RENEWAL AGENCY
THE URBAN RENEWAL AGENCY OF THE CITY OF EAGLE

RESOLUTION NO. 22-022

BY THE BOARD OF COMMISSIONERS OF THE EAGLE URBAN RENEWAL AGENCY OF EAGLE, IDAHO, A/K/A EURA:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF EAGLE, IDAHO, APPROVING THE ENGAGEMENT AGREEMENT ("AGREEMENT") BETWEEN THE EAGLE URBAN RENEWAL AGENCY ("EURA") AND GIVENS PURSLEY ("CONSULTANT") FOR ENVIRONMENTAL LEGAL SERVICES; AUTHORIZING THE EXECUTION OF THE AGREEMENT BY THE CHAIRMAN OR VICE-CHAIRMAN AND SECRETARY; AUTHORIZING ANY TECHNICAL CHANGES TO THE AGREEMENT; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION REQUIRED TO IMPLEMENT THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

THIS RESOLUTION, made on the date hereinafter set forth by the Eagle Urban Renewal Agency of the City of Eagle, Idaho, an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, a duly created and functioning urban renewal agency of the City of Eagle, Idaho, hereinafter referred to as the "EURA."

WHEREAS, the EURA, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code title 50, chapter 20, as amended and supplemented, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29; as amended and supplemented (collectively the "Act");

WHEREAS, the EURA was established by Resolution No. 06-50 of the City Council of the City of Eagle, Idaho (hereinafter the "City Council"), adopted October 10, 2006;

WHEREAS, the City Council of the City of Eagle, Idaho (the "City"), on December 11, 2007, after notice duly published, conducted a public hearing on the Eagle Revitalization Plan (the "Revitalization Plan");

WHEREAS, following said public hearing the City adopted its Ordinance No. 592 on December 11, 2007, approving the Revitalization Plan and making certain findings;

WHEREAS, the EURA, from time to time, finds it necessary to hire specialized professional services and Consultant has the desired expertise in this area;

WHEREAS, the EURA has a need to hire Givens Pursley to provide specialized legal assistance and counsel regarding certain environmental matters;

WHEREAS, EURA and Consultant desire to enter into the Agreement regarding environmental legal services to be performed by Consultant;

WHEREAS, Agency staff recommends approval and execution by the Chairman or Vice-Chairman and Secretary of the Agreement between the EURA and CONSULTANT attached as Exhibit A; and

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF EAGLE, IDAHO, A/K/A THE EAGLE URBAN RENEWAL AGENCY, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Board confirms and ratifies the execution of the Agreement with CONSULTANT and finds that action to be in the best interest of the EURA.

Section 3: That Agreement be and the same hereby are approved and the Chairman, Vice-Chairman, and Secretary of EURA are hereby authorized to sign and enter into the Agreement.

Section 4: That the Chairman, Vice-Chairman, and Secretary of EURA are hereby authorized to sign the Agreement and all necessary documents required to implement the actions contemplated by the Agreement subject to representations by EURA staff and legal counsel that all conditions precedent to actions contemplated in the Agreement, and approve any necessary technical changes to the Agreement, or other documents, which are acceptable upon advice from EURA's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and

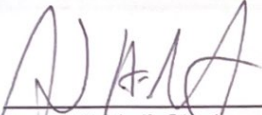
discussions received at the November 1st, 2022 EURA Board meeting.

Section 5: That this resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Eagle Urban Renewal Agency, of Eagle, Idaho, on the 1st day of November 2022.

Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on this 1st day of November 2022.

APPROVED:

By 
Andrew McNeil Chair

ATTEST:


By 
Secretary

EXHIBIT A – Agreement

GIVENS PURSLEY LLP

Attorneys and Counselors at Law

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Michael C. Creamer
Amber N. Dina
Bradley J. Dixon
Thomas E. Dvorak
Morgan D. Goodin
Donald Z. Gray
Brian J. Holleran
Kersti H. Kennedy

Elizabeth A. Koeckeritz
Neal A. Koskella
Michael P. Lawrence
Franklin G. Lee
David R. Lombardi
Lars E. Lundberg
Kimberly D. Maloney
Kenneth R. McClure
Alex P. McLaughlin
Melodie A. McQuade
Christopher H. Meyer
L. Edward Miller
Judson B. Montgomery
Deborah E. Nelson
W. Hugh O'Riordan, LL.M.
Samuel F. Parry

Randall A. Peterman
Blake W. Ringer
Michael O. Roe
Danielle M. Strollo
Cameron D. Warr
Robert B. White
Michael V. Woodhouse

William C. Cole (Of Counsel)

Kenneth L. Pursley (1940-2015)
James A. McClure (1924-2011)
Raymond D. Givens (1917-2008)

PRIVILEGED AND CONFIDENTIAL
Attorney-Client Communication
Attorney Work Product

October 28, 2022
Via email only

Todd M. Lakey, Esq.
Borton-Lakey Law and Policy
141 E Carlton Ave
Meridian, ID 83642
todd@borton-lakey.com

Re: Engagement Agreement Including Conflict Disclosure and Consent

Dear Todd:

Thank you for retaining Givens Pursley LLP to assist you in your representation of Eagle Urban Renewal Agency ("EURA"). This letter and the exhibits hereto constitute our entire Engagement Agreement, superseding any prior engagement agreement or understanding.

I will rely on you to provide a copy of this engagement agreement to EURA. I understand that you will continue to serve as primary counsel in this matter. This Firm will serve as co-counsel to EURA under your direction, unless otherwise instructed by EURA.

Unless the context indicates otherwise (such as in the Acceptance of Engagement Agreement below), the following terms will have these meanings: "You" and "yours" refer to the client (EURA) or to the person to whom this letter is directed. "I," "me," and "my" refer to the undersigned. "We," "us," "our," and "Firm" refer to Givens Pursley LLP. EURA and the Firm may be referred to as a party or collectively as parties.

This is not a general representation. The Firm's representation is limited to the scope of work in the individual matters on which we agree to be retained.

Todd M. Lakey, Esq.
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Initially, our legal representation will involve providing legal counsel and guidance in connection with environmental, regulatory, and related matters pertaining to a former gas station acquired by EURA from Richard Lee Smith, Jr. and Sandra (Sandy) Jo Smith (operating as Smith's Eagle, Inc.). The scope of work may be modified, limited, or expanded based on direction we receive from you from time to time.

We will keep you informed so that you may determine the extent and scope of our involvement. You will make the key decisions on how and whether to proceed at each stage.

We would be pleased to take on other matters for you as they arise in the future. Each new matter, however, will be subject to conflict-of-interest clearance and specific agreement regarding the scope of such representation.

The responsible attorney for this matter will be my partner, Preston Carter, who may assisted by our associate, Morgan Goodin. In order to provide you with the most efficient and cost-effective service, other partners, associates, and paralegals in this Firm will assist from time to time. This may include consultations with other lawyers in the Firm. These assignments will be made by me with your best interests in mind, consistent with any direction we receive from you.

Current hourly rates are shown in the enclosed Fee and Cost Schedule (Exhibit C). Rates are typically adjusted in January of each year, but may be adjusted at other times as well. All new personnel or adjustments in billing rates will be clearly indicated on your billing statements.

Our bills will generally be submitted to you on a monthly basis. With the understanding that you will keep your account current within 30 days of billing, we have agreed not to charge a retainer fee in this matter.

It is difficult at this point to predict overall costs. However, we will proceed one step at a time, keeping you informed of our progress and the level of our activity.

Please review the attached conflict of interest discussion. If you have any questions or concerns on this subject, please let me know as soon as possible.

This Engagement Agreement will continue in effect and its terms will apply to all active matters we undertake for you, unless EURA and the Firm agree otherwise in writing (including emails).

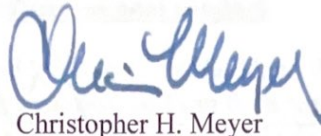
If this Engagement Agreement meets with your approval and EURA's approval, please sign the acceptance below and return a hard or electronic copy of this letter to me. Alternatively, you may approve this engagement by separate letter or email.

Todd M. Lakey, Esq.
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I thank you for entrusting this work to Givens Pursley. We will do our best to provide you with the high-quality legal counsel you expect in an efficient and cost-effective manner. If you ever feel that we are not meeting your expectations or you have other questions about our relationship, please do not hesitate to call me.

I very much look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Meyer".

Christopher H. Meyer

Encl: Exhibit A: Conflict Disclosure and Waiver
Exhibit B: General Terms and Conditions
Exhibit C: Fee and Cost Schedule

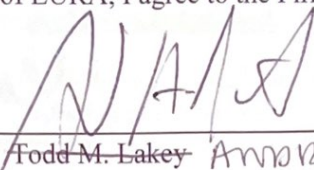
cc: Ashley Squires, Executive Director, Eagle Urban Renewal Agency

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ACCEPTANCE OF ENGAGEMENT AGREEMENT

I am authorized to enter into this Engagement Agreement on behalf of Eagle Urban Renewal Agency. I have read the preceding letter and the exhibits that follow, including the Conflict Disclosure and Waiver. On behalf of EURA, I agree to the Firm's representation on those terms.

Dated: 11/1/22



~~Todd M. Lakey~~ *Andrew McNeil*
~~Counsel representing~~ *Chairman*
Eagle Urban Renewal Agency

EXHIBIT A

GIVENS PURSLEY LLP

Conflict Disclosure and Waiver

Waiver in accordance with rules of professional conduct.

Our representation of you is governed by Rule 1.7 of the Idaho Rules of Professional Conduct.¹ This rule and other relevant rules prohibits the Firm from representing two clients where a conflict of interest exists unless four conditions are met: (1) despite the conflict, we reasonably believe that we can provide competent and diligent representation to each client, (2) the representation is lawful, (3) we do not represent competing clients on the same matter in the same litigation or other formal proceeding, and (4) both clients waive the conflict after being fairly advised of the circumstances. The purpose of this letter is to advise you of actual and potential conflicts and seek your informed consent before we undertake your representation. In making your decision, we encourage you to consult with your own independent counsel.

By agreeing to this representation, you waive any conflicts of interest described in this letter and consent to our representation of you.

¹ Rule 1.7 of the Idaho Rules of Professional Responsibility provides:

RULE 1.7: Conflict of Interest: Current Clients

- (a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:
 - (1) the representation of one client will be directly adverse to another client; or
 - (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by the personal interests of the lawyer, including family and domestic relationships.
- (b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:
 - (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) the representation is not prohibited by law;
 - (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
 - (4) each affected client gives informed consent, confirmed in writing.

Representation limited to entity.

For purposes of this representation, our client is Eagle Urban Renewal Agency. This representation does not encompass representation of any officials, officers, directors, counsel, or staff of EURA in their individual capacities.

Potentially adverse or interested parties.

For conflict check purposes, you have provided the following names of potentially adverse or interested parties:

- Idaho Department of Environmental Quality
- Idaho Department of Health and Welfare
- Richard Lee Smith, Jr. and Sandra (Sandy) Jo Smith (operating as Smith's Eagle, Inc.)

It is our understanding that this representation is not expected to be adverse to or otherwise involve the Smiths or their company. We have included them in the conflict check out of an abundance of caution.

If there are other persons or entities that you believe may be potential adversaries or interested parties in this undertaking, please provide those names to us as soon as possible so that we may expand the conflict check.

No direct conflicts of interest.

The Firm does not represent anyone on the above list of potentially adverse or interested parties.

Based on your disclosures and the Firm's own conflict review, we are not aware of any current clients who are, or are expected to be, directly adverse to or otherwise directly engaged with EURA. In other words, we are aware of no situation in which you and another current client of this Firm are directly adverse and we are representing both you and the other client in connection with that same matter.

Nor is the Firm aware of former clients whom we represented on the same or a substantially related matter directly adverse to EURA.

Nor are we aware of any circumstances that would cause a member of this Firm to be materially limited in his or her representation of EURA.

Firm's representation of governmental entities on unrelated matters.

From time to time we represent cities, counties, highway districts, states, and other governmental entities on a variety of matters including land use, municipal water supply and other services, taxation, impact and user fees, road and public access, condemnation, legislation, and other issues relevant to their function as governmental entities. During the course of our representation of you, we would not represent any governmental entity in a matter directly adverse to you on a matter that falls within the scope of our representation of you without first obtaining your consent. We might represent these governmental entities, however, on other governmental matters, such as those listed above, that do not fall within our representation of you. Accordingly, you consent that other lawyers in this Firm may represent a governmental entity on a different matter at the same time that we are representing you in a matter involving that governmental entity.

Positional conflicts (policy issues or legal precedents).

The Firm's lawyers are engaged in a variety of public policy, regulatory, and legislative matters with broad implications. We represent clients that may hold viewpoints or advocate public policy positions contrary to yours. For example, we represent businesses and industries of all types, banks and other financial institutions, business owners, venture capitalists, trusts, doctors and hospitals, trade organizations, real estate investors and developers, professional groups, industry associations, homeowner groups, citizen groups, user groups, policy advocacy organizations, nonprofits, and governmental entities at all levels, as well as other public and quasi-public entities. We appear before courts, agencies, regulatory and governmental bodies, and state and federal legislatures. Consequently, there could be instances in which we pursue a policy issue or legal precedent on behalf of one client that you might not consider favorable or desirable.

Limited engagement.

As noted, our representation of you is limited to the particular matters we undertake for you. Accordingly, we ask your understanding and consent that our representation of you does not allow you to prevent us from undertaking unrelated work for other clients.

Waiver as to future conflicts.

In giving the consents identified in this engagement letter, you should note in particular Comment 22 to Rule 1.7 of the Idaho Rules of Professional Conduct. That comment explains that waivers as to future conflicts may be effective where some or all of the following conditions are met: (1) we have undertaken a comprehensive explanation of the types of future representations that may arise and the consequences that may follow, (2) you are a sophisticated

consumer of legal services, (3) you are represented by separate counsel, and (4) consent is sought solely as to unrelated matters.

Your right to terminate.

You are free to terminate our representation of you for any reason at any time. This includes but is not limited to termination based on conflicts of interest. In the event you terminate our representation based on a newly emerging conflict of interest or your decision that you are no longer comfortable with a conflict waiver you previously provided, you agree that we may continue to represent other clients whose conflicts with you are known today or may be reasonably anticipated based on the disclosures made in this letter. Thus, even if you no longer wish for us to represent you in the future, we may continue to represent those other clients of this Firm. Of course, any secrets or confidences you have shared with us will be preserved in any event. If you have questions about this or any other concerns, please do not hesitate to ask.

Resolution of future conflicts.

In the event that a conflict of interest between you and another client of this Firm later emerges during the course of this representation, we will call the situation promptly to the attention of all affected entities. In such event, we will endeavor to resolve the conflict, if possible, in a manner acceptable to all concerned. If that cannot be accomplished, it is possible that we would need to withdraw from representation of one or all entities.

If, in the future, you were to take actions or positions in direct opposition to the interests of another client of this Firm on a matter in which we were then representing the other client, we would need to evaluate whether and under what circumstances we could continue to represent you. In such a case, we reserve the right to terminate our representation of you and to continue to represent another client of the Firm where doing so is consistent with our ethical responsibilities. In any event, we would be bound to maintain any confidences and secrets obtained from you, and we would continue the other representation only to the extent doing so is permissible under the rules of professional responsibility.

Communication regarding conflicts.

If you ever become aware of any circumstances that raise conflict concerns about the appropriateness of our representation of you or another client, please inform us immediately. The attorneys who represent our other clients on matters potentially adverse to you may not always be familiar with all circumstances related to our representation of you. Consequently, the Firm may not be in a position to detect every situation that may raise concerns. Therefore, we rely on you to notify us of any concerns that come to your attention.

Professional standards.

This Firm is committed not only to meeting the mandatory ethical standards imposed by the bar but to achieving the highest level of professional conduct. At its core, that means that we are committed to excellence in the practice of law and the zealous representation of your interests. In doing so, we will always act within the bounds of our uncompromising respect for the administrative and judicial system, the bar, and the rule of law.

EXHIBIT B

GIVENS PURSLEY LLP

General Terms and Conditions

Engagement Agreement. The preceding cover letter and the enclosed exhibits constitute our Engagement Agreement with you. This replaces any prior agreements or understandings. It will continue in effect and its terms will apply to all active matters we undertake for you, unless EURA and the Firm agree otherwise in writing. You agree to pay for legal services performed by the Firm in accordance with this Engagement Agreement. This Engagement Agreement also applies to work appropriately performed in connection with this matter prior to the Engagement Agreement. It will apply as well to any additional work you assign to this Firm, unless we enter into a different or amended engagement agreement.

Acknowledgement of agreement. We have asked you to acknowledge your agreement to these terms with your signature on the Acknowledgement below the cover letter. Your signature, however, is not necessary to effect this engagement. If we proceed with this engagement per your direction or other action by you acknowledging that the representation is underway, this Engagement Agreement will govern our attorney-client relationship, whether signed by you or not, unless and until otherwise by us agreed in writing. Of course, you retain the right to limit or terminate the representation at any time.

Scope of work. A description of the initial or current scope of work is provided in the cover letter. The authorized scope of work also encompasses any work already performed by the Firm on these matters, per your instruction. Changes to the scope of work are addressed below.

Writing. All requirements in this Engagement Agreement that a communication be in writing may be satisfied either by (1) a written communication on paper sent to the other person or (2) an email whose receipt is acknowledged or otherwise confirmed.

Changes to scope of work need not be in writing. You may assign additional work or order changes to the scope of work at any time. Such additions or changes to the scope of work need not be in writing, except for stop work orders which must be in writing.

Changes to scope of work subject to further conflict review. Additions or changes to the scope of work may raise new conflict of interest issues that could preclude our ability to represent you on that matter. Accordingly, no change or addition to the scope of work will be deemed a part of this representation unless and until we clearly and affirmatively state to you that we have agreed to represent you in the new matter. Our acceptance of the new work assignments

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may be acknowledged in writing or by actions we have taken in acting on new matter. Any new assignments of work accepted by this Firm will be covered by this Engagement Agreement, unless provided otherwise in writing.

Changes to this agreement must be confirmed in writing. Except as described above with respect to changes in the scope of work, any material change or clarification in the terms of this Engagement Agreement must be memorialized in writing.

Retainer fee. With the understanding that you will keep your account current (paid within 30 days of billing), I have agreed not to charge an initial retainer fee in this matter. In the event that your account is not kept current or other relevant circumstances change, you may be requested to advance funds for the establishment of a Retainer Fund.

Billing procedures. The Firm typically provides monthly billing statements by regular mail. Billing statements are broken out by matter and are sent to the person and address identified for the particular matter. Please advise us if you would like the matters to be organized differently or if you wish for the statements to be directed to a different person.

Payment method. Acceptable payment methods include check, ACH, wire, cash, and credit card using our internet payment portal. Credit card terms will be provided on the card link on the internet payment portal and will include an administrative fee for payment by credit card. Receipts will be issued at the time any cash is rendered or upon request.

Late fees. The amounts shown on the Firm's statements are payable within 30 days after the date of the statement (unless chargeable to a Retainer Fund). Statements that are not paid within 30 days will be assessed a late payment charge at the rate of one and one-half percent per month (18.0 % per annum) on the unpaid balance. The Firm reserves the right to suspend all work, and to withhold work product to the extent permitted by law, if bills are not timely paid.

Billing questions. The Firm will be pleased to answer any questions you have about billing. If you have concerns about any portion of a bill, please raise them promptly. We expect you to pay without delay all but the disputed or questioned portion of the bill. The Firm's acceptance of partial payment does not constitute an accord and satisfaction. Any concerns or disputes about billing should be raised promptly. If the dispute cannot be resolved, you and the Firm are both free to terminate the representation, while the other party retains all rights and remedies.

Fees and staffing. Unless otherwise agreed, the Firm calculates fees based upon the hourly rates of the attorneys, paralegals, and other timekeepers who perform professional services for you. We will consult with or assign research or other tasks to timekeepers other than the person primarily responsible when, in our professional judgment, it is necessary or appropriate to do so. This may involve timekeepers with a higher or (more typically) lower

billing rate than the responsible attorney. You will be billed for their time as well. In special circumstances, the Firm may negotiate a fixed fee agreement for specific projects. This is not the case here, unless a separate written agreement to that effect has been provided. Billing rates for attorneys and other timekeepers currently expected to be working with you are provided in the accompanying Fee and Cost Schedule (Exhibit C). Rates for other attorneys and staff who work on your behalf are available upon request and will be displayed on our monthly bills. Billing rates are subject to adjustment from time to time. Any adjustment in the hourly rate or the addition of other timekeepers not listed on the attached Fee and Cost Schedule will be reflected in your monthly billing statements.

Budget estimates and fee-tracking. If directed by you to do so, we will prepare budget estimates or special fee-tracking from time to time. The preparation of budget estimates and special fee-tracking (beyond regular monthly statements) is a billable item. For most matters, it is difficult to predict the amount of time and costs that will be required, particularly where legal research, negotiation, or litigation are involved. Therefore, any estimates of fees or costs provided to you are not guarantees or caps on the fees that may be incurred, unless expressly so stated in writing.

Billable time - general. You will be charged for all time spent by timekeepers performing work reasonable and appropriate for your representation. This may include legal analysis and research, review and drafting of documents, telephone calls, correspondence, meetings, responding to client inquiries, site visits, data gathering and preparation, outlining and budget development, strategy development, task coordination, drafting and negotiation of agreements, lobbying, presentations, and travel. If you require budget estimates, periodic written updates or work charts, special billing formats, or other such administrative tasks that require attorney or paralegal time, or extraordinary time by any other Firm staff, you will be billed for such services.

Billable costs. You will be billed for all costs appropriately incurred on your behalf. This may include such things as messenger service and staff overtime on specific rush projects, filing fees, copying costs for substantial projects, and travel costs including meals and mileage. If extraordinary costs are expected to be incurred, you will be advised in advance and may be asked to make advance payment.

Nonbillable time and costs. The Firm does not bill for routine secretarial costs, word processing, or internet connections.

Retention of experts and other professionals. From time to time, it may be necessary to retain experts, consultants, mediators, lawyers, or other professionals outside of this Firm in connection with our representation of you. No such person or firm will be retained without your prior approval. Ordinarily, such professionals will submit their bills directly to you, and you will be solely responsible for paying their fees and costs. In some instances, it may be advantageous

for the professionals to be retained directly by this Firm. The Firm agrees to add no administrative or overhead charge to fees or costs billed by the consultant or other professional. In the event that this Firm pays their fees and costs, you will be responsible to promptly reimburse the Firm therefor. If the fees are expected to be substantial, you may be asked to provide advance funding. Whatever the arrangement, we will always obtain your prior approval.

Confidentiality. The Firm is obligated to protect your secrets and confidences, as provided in the Idaho Rules of Professional Conduct. This obligation continues after the Firm's representation is terminated. In special cases, confidentiality may be addressed in a separate written agreement.

Work product. You are entitled to copies of all work product developed by the Firm on your behalf. To the extent permitted by law, however, the Firm may withhold work product if you have failed to pay fees and costs properly charged to you.

File retention. The Firm generally keeps each client's legal file for five years after the matter is closed, after which time the file may be disposed of. If you wish to retain legal materials for a longer period, you should request that the file, or parts thereof, be copied for you. The Firm reserves the right to retain a copy of all files. Unless otherwise directed, the Firm will not retain original copies of executed documents, but will instead forward them to you. Please keep all documents provided to you in a safe location.

Termination by client. You may terminate your relationship with the Firm unilaterally at any time upon written notice to the Firm. Termination shall not affect your obligation to pay for services rendered. This includes fixed fees (if any), fees and costs associated with the provision of services prior to termination, and fees and costs necessarily incurred by the Firm in order to wind down or hand over the work.

Suspension of work. Your failure to timely pay bills may result in immediate suspension of services being provided by the Firm. Suspension will not occur without prior notice to you and an opportunity to cure.

Withdrawal by Firm. The Firm reserves the right to withdraw from this representation for good cause (subject, if required, to court approval). Good cause may include your failure to honor the terms of the Engagement Agreement, your failure to pay amounts billed in a timely manner, your failure to cooperate or follow the Firm's advice on a material matter, or any fact or circumstance that would, in the Firm's view, impair an effective attorney-client relationship or would render the Firm's continuing representation ineffective, unlawful, or unethical. If the Firm withdraws, you will take all steps necessary to free the Firm of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete its withdrawal, and the Firm will be entitled to be paid for all services rendered as well as disbursements, costs, and other charges made or incurred on your behalf.

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This includes fees and costs incurred prior to the date of the withdrawal or reasonably incurred in the course of winding down or transitioning following the withdrawal.

End of attorney-client relationship. This representation will end, concluding our attorney-client relationship, either upon express action by either party (as described above) or upon the completion of all active or pending work assignments. A written communication reflecting our agreement to continue this representation is required to continue the representation after the completion of all active or pending work assignments. We may, but are not required, to notify you at the end of our attorney-client relationship.

EXHIBIT C

GIVENS PURSLEY LLP

Fee and Cost Schedule

Fees and costs are subject to adjustment. Any adjustment will be reflected in your monthly billing statements.

Professional fees

Lawyers will be brought into this representation on an as-needed basis. The current hourly fees of lawyers that we anticipate may be called upon to assist in this representation are listed below.

Preston C. Carter (partner).....\$325 per hour
Morgan D. Goodin (associate).....\$225 per hour

Billing rates for other attorneys at Givens Pursley LLP range between \$190 and \$650 per hour. Paralegal billing rates range between \$120 and \$250 per hour. Document clerks bill between \$30 and \$50 per hour.

Costs

Standard charges are as follows:

In-House Messenger service	\$10.00 (downtown), \$15.00 (up to 20 miles), \$20.00 (Eagle and Meridian), \$30.00 (Nampa, Caldwell, and beyond, up to 30 miles)
Overtime Staff	\$40.00 per hour