

## SPECIALIZED LEGAL SERVICES AGREEMENT

This Agreement is hereby entered this 8<sup>th</sup> day of April, 2024, by and between Canyon County Board of County Commissioners and Leroy Law Offices, a law firm located in Boise, Idaho.

**WHEREAS**, Canyon County Board of County Commissioners, (hereinafter "County") may seek to retain a law firm to provide occasional, supplementary and specialized civil legal services in a circumstance necessity for the County on separate and identified matters consistent with Article 18, Section 6 of the Idaho Constitution and Idaho Code Section 31- 813 which may arise in the course of each calendar year, and,

**WHEREAS**, David H. Leroy of Leroy Law Offices (hereinafter "Attorney") is an attorney who provides specialized civil legal services to governmental officials and entities in Idaho, is duly licensed to practice law in State and Federal Courts in Idaho and is prepared to provide legal services to the County on identified matters, as those matters may arise,

### **THEREFORE, IT IS HEREBY AGREED AND CONTRACTED AS FOLLOWS:**

1. **LEGAL ASSIGNMENTS.** Each civil litigation case or other civil legal matter assigned by the County to Attorney will bear an assignment name and number selected by the County for records and billing purposes, which assignment name and number will also be used by Attorney. The parties agree that Attorney will be retained by the County to handle a matter once Attorney reviews, defines and accepts that specifically described, specialized and legally necessary assignment from the County, in writing or by email.

2. **FEES.** Because the parties contemplate that multiple legal matters will be assigned to Attorney, which matters may be ongoing at the same time, no retainer will be required of the County. All fees for legal services by Attorney will be billed on an hourly basis for each assigned matter. The following rates are to be used:

* Attorney David H. Leroy	\$350.00
* Paralegal Davalee Davis	\$150.00

The fee rates may be adjusted over time by Attorney, subject to notice to and agreement by the County.

3. **COSTS.** In addition to fees, the County will be billed for out-of-pocket expenses incurred by Attorney on matters assigned to the firm. These costs may include litigation costs including, but not limited to, court filing fees, deposition or other court reporting fees, interpreter fees, out-of-county travel, meal, and lodging expense, para-legal support fees, expert fees, witness fees, and other court-related expenses as approved by the County. Costs in non-litigation matters would include research expense, legal support fees, investigator fees, copy expense,

mailing expense, out-of-county travel, meals, and lodging expense on approved county travel, as incurred in Attorney's representation of the County's interest.

4. **CLIENT BILLING.** A monthly billing will be sent by Attorney to the County identifying each assigned legal matter. Billings will be sent to the Canyon County Commissioner's Office or as otherwise directed. Mailing shall be to Chairman, Canyon County Commission, 1115 Albany Street, Caldwell, Idaho 83605. Statements are due and payable in full upon receipt by the County.

5. **CONFLICTS.** Both parties to this Agreement are unaware of any actual or potential conflict of interest in representing the County at this time. The County acknowledges that Attorney practices criminal defense law and, from time to time, appears in Third District Court in matters unrelated to the County's interest. Attorney also undertakes representation of other clients on various legal matters, including public officials and governmental entities. With each new assignment from the County, the parties will assess the assignment to make certain no conflict of interest exists. Attorney reserves the right to decline representation of the County in any particular matter that poses a conflict of interest as outlined in the Idaho Rules of Professional Conduct. Attorney also reserves the right to withdraw from any matter undertaken should any such a conflict subsequently arise.

6. **WITHDRAWAL.** Attorney will expect to represent the County's interest until the conclusion of the matter involved. If the County provides notice to terminate Attorney's services, Attorney will promptly take the necessary steps to conclude his representation in compliance with the Idaho Rules of Professional Conduct. In such an event, the County shall not be relieved of its obligation to pay for all Attorney services rendered or costs incurred on the County's behalf prior to the date of termination.

Attorney also reserves the right to withdraw from legal representation of the County's interests, if the County fails to honor the terms of this Agreement, or if any other circumstance becomes apparent that necessitates Attorney's withdrawal from representing the County's interests. In such a circumstance, the parties to this Agreement mutually agree to take all steps necessary to complete Attorney's withdrawal from the County's legal matter, and the County agrees to pay for all services rendered and costs which have been incurred by Attorney on the County's behalf up to the date of the Attorney's withdrawal.

7. **APPLICABLE LAW.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Idaho.

DAVID H. LEROY

By: \_\_\_\_\_  
David H. Leroy

Dated: \_\_\_\_\_

By: CANYON COUNTY  
Brad Holton  
Brad Holton, Commissioner  
District 2, Chairman

Dated: 4/8/24

By: \_\_\_\_\_  
Leslie Van Beek  
Commissioner District 1

Dated: 4/8/24

By: \_\_\_\_\_  
Zach Brooks, Commissioner  
District 3

Dated: 4/8/24

Attest: Rick Hogaboam, Clerk  
Ross, Deputy Clerk