

AUTHORIZATION TO UTILIZE OUTSIDE COUNSEL

The Board of Commissioners for Canyon County hereby authorizes the Canyon County Prosecuting Attorney's Office to engage Moore Elia and Kraft as outside counsel to defend the County's interests (including the interests of the County's offices, elected officials, and employees) in the litigation matter *Sanchez v. VitalCore Health Strategies, et al* (1:26-cv-8), subject to the terms and conditions of Agreement No. 23-172 (attached hereto and incorporated herein).

DATED this 1st day of September, 2026.

BOARD OF COUNTY COMMISSIONERS

☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	☒	☐	☐
 _____ Commissioner Brad Holton	☒	☐	☐
 _____ Commissioner Zach Brooks	☒	☐	☐

ATTEST: JESS URRESTI, CLERK

By: 

Deputy Clerk

LEGAL SERVICES AGREEMENT

This Agreement is hereby entered this 13 day of December, 2023, by and between Canyon County Board of County Commissioners and Moore Elia & Kraft, LLP, a law firm located in Boise, Idaho.

WHEREAS, Canyon County Board of County Commissioners, (hereinafter "County") seeks to retain a law firm to provide legal services to the County on separate matters that may arise in the course of each calendar year, and,

WHEREAS, Moore Elia & Kraft, LLP (hereinafter "MEK") is a law firm that provides legal services to governmental entities in Idaho, and has lawyers licensed to practice law in State and Federal Courts in Idaho. MEK is prepared to provide legal services to the County on separate matters as those matters may arise;

THEREFORE, the parties hereinafter agree as follows:

(1) **LEGAL ASSIGNMENTS.** Each litigation case or other legal matter assigned by the County to MEK 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 MEK. The designated MEK law partners to be contacted on all new assignments are Michael J. Elia, Steven R. Kraft, or designee. The parties agree that MEK will be retained by the County to handle a matter once an MEK partner accepts that assignment from the County, in writing or by email.

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

- | | |
|---|----------|
| • Partners (Moore, Elia, Kraft or Stacey) | \$200.00 |
| • Associates (Beckman, Thomas) | \$175.00 |
| • Paralegal | \$90.00 |

The fee rate may be adjusted over time by MEK subject to approval by the County.

(3) **COSTS.** In addition to fees, the County will be billed for out-of-pocket expenses incurred by MEK 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, expert fees, witness fees, and other court-related expenses. Costs in non-litigation matters would include research expense, investigator fees, copy expense, mailing expense, out-of-county travel, meals, and lodging expense on approved county travel, and related office expenses an individual matter incurred in MEK's representation of the County's interest.

(4) **CLIENT BILLING.** A monthly billing will be sent by MEK to the County on each assigned legal matter. Billings will be sent to the Canyon County Prosecuting Attorney's Office,

Attn: Civil Division, 1115 Albany St., Caldwell, Idaho 83605. Statements are due and payable in full upon receipt by the County.

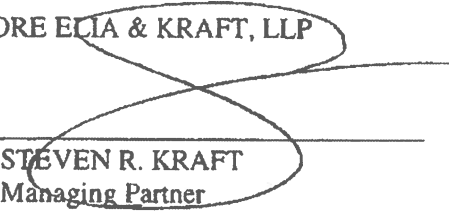
(5) **CONFLICTS.** The parties to this Agreement are unaware of any actual or potential conflict of interest in representing the County at this time. MEK has undertaken representation of other clients on various legal matters, including governmental entities. With each new assignment from the County, the parties will assess the assignment to make certain no conflict of interest exists. MEK reserves the right to decline representation of the County in any matter that poses a conflict of interest as outlined in the Idaho Rules of Professional Conduct. MEK also reserves the right to withdraw from any matter undertaken should any such conflict subsequently arise.

(6) **WITHDRAWAL.** MEK will expect to represent the County's interests until the conclusion of the matter involved. If the County wishes to terminate MEK's services, on request MEK will promptly take the necessary steps to conclude its 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 MEK services rendered or costs incurred on the County's behalf prior to the date of MEK's termination.

MEK 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 the County's conduct has made MEK's representation unreasonably difficult, or if any other circumstance becomes apparent that necessitates MEK's withdrawal from representing the County's interests. In such a circumstance, the parties to this Agreement agree to take all steps necessary to complete MEK'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 MEK on the County's behalf up to the date of MEK's notice of withdrawal.

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

MOORE ELIA & KRAFT, LLP

By: 
STEVEN R. KRAFT
Managing Partner

Dated: 12/13/23

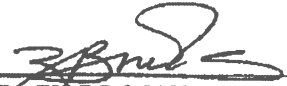
CANYON COUNTY

By: 
LESLIE VAN BEEK
Commissioner District 1

Dated: 12/13/23

By: 
BRAD HOLTON
Commissioner District 2

Dated: 12/13/2023

By: 
ZACH BROOKS
Commissioner District 3

Dated: 12/13/23

Attest:  Clerk
 Deputy