

**WICKENBURG UNIFIED SCHOOL DISTRICT NO. 9
SPECIAL TELEPHONIC GOVERNING BOARD MEETING MINUTES
September 14, 2015**

BOARD MEMBERS PRESENT

Mr. Joe Maglio, President, Mr. Curtis Arnett, Member, Ms. Amy Brown, Member, Ms. Sandee Gill, Member

BOARD MEMBERS ABSENT

Mr. Daniel Scott, Member

OTHERS PRESENT

Dr. Howard Carlson, Victoria Farrar, Lynn Greene

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mr. Maglio called the meeting to order at 10:01 AM and led the Pledge of Allegiance.

ADOPTION OF THE AGENDA

Adoption of the Board meeting agenda for September 14, 2015

A motion was made to adopt the agenda for September 14, 2015

Motion	Ms. Gill	Aye
Second	Ms. Brown	Aye
Vote	Mr. Arnett	Aye
Vote	Mr. Maglio	Aye

Motion passed 4-0.

NEW BUSINESS

The authorization for the retention of legal counsel, Kirk Hays of Koeller, Nebeker, Carlson & Haluck, LLP to investigate, analyze and take any legal action deemed appropriate, including retaining experts and consultants, and filing legal claims against persons and organizations involved in the design and/or construction of Festival Foothills Elementary School.

Mr. Arnett enquired about the 33 1/3% contingency fee outlined in paragraph 3 of the agreement with Koeller, Nebeker, Carlson & Haluck, LLP He wished to know if this was part of the out of pocket costs for which the District would be responsible. Dr. Carlson clarified the statement, stating the fee would be due only if the case was won. Out of pocket costs would include professional services, such as the cost of the engineers.

Ms. Brown asked if the agreement had been submitted to the District's legal advisor, Ben Hufford. Dr. Carlson told her it had not, as the Trust had assigned Mr. Hays, who is a construction attorney, to the case. He explained that the District would keep Mr. Hufford in the loop regarding the case.

Dr. Carlson stated administration had reviewed the agreement, and the only question concerning the agreement was Item #8, which read as follows: "*Attorney's Withdrawal. If during the case Attorney determines it is infeasible to continue, Attorney may withdraw after reasonable notice to Client.*" The question was who would be responsible for the attorney fees if the attorney pulled out of the case, law firm or the District? Ms. Farrar is contacting the Mr. Hays for clarification of this statement.

Dr. Carlson suggested the Board may wish to look at an amended motion to clarify this statement. If the attorney did not accept this, saying the District would be liable for this cost, another meeting would need to be scheduled.

A motion was made to approve the authorization for the retention of legal counsel, Kirk Hays at Koeller, Nebeker, Carlson & Haluck, LLP to investigate, analyze and take any legal action deemed appropriate, including retaining experts and consultants, and filing legal claims against persons and organizations involved in the design and/or construction of Festival Foothills Elementary School, further stating if during the case, the attorney determined it was infeasible to continue and withdrew, the firm of Koeller, Nebeker, Carlson & Haluck, LLP would be responsible for any incurred attorney fees, and to authorize administration to sign the revised agreement with Koeller, Nebeker, Carlson & Haluck, LLP.

Motion	Ms. Gill	Aye
Second	Ms. Brown	Aye
Vote	Mr. Arnett	Aye
Vote	Mr. Maglio	Aye

Motion passed 4-0.

ADJOURNMENT

A motion was made to adjourn the meeting.

Motion	Ms. Gill	Aye
Second	Ms. Brown	Aye
Vote	Mr. Arnett	Aye
Vote	Mr. Maglio	Aye

Motion passed 4-0.

Meeting was adjourned at 10:10 AM.

ATTEST: _____

Mr. Joe Maglio, Board President