

## **BLUERIBBON COALITION LEGAL ACTION PROGRAM GUIDE**

**GOAL:** To provide an on-demand team of legal professionals experienced in administrative law and public lands litigation to defend and advance recreational access interests and multiple-use philosophy in federal courts and administrative agencies.

**MISSION:** To assure a “quality legal services product” affordable to BlueRibbon Coalition members.

To create a stable and respected litigation presence in order to bring or defend against specific lawsuits addressing public lands access and related interests.

To design and implement long-term executive, legislative, and judicial-branch strategies to protect and expand the recreation and access interests of BlueRibbon Coalition members.

Through its Legal Action Program, BlueRibbon Coalition (Coalition) strives to develop and maintain a "team" of attorneys specializing in public lands recreation issues to create an "economy of scale" for Coalition members and their multiple-use allies.

**STRUCTURE:** Since 1997, Coalition has retained the firm of Moore, Smith, Buxton & Turcke, Chartered, of Boise, Idaho, as its general counsel. As part of this retainer arrangement, the Coalition pays a flat fee to the firm to provide legal services concerning operational and legal issues concerning the Coalition and routine legal research concerning public lands access issues and responses to routine legal questions from Coalition members. Finally, the retainer allows the firm sufficient resources to remain apprised of developments affecting Coalition interests in order to help design long-term legal, political and public relations strategies.

### **BlueRibbon Coalition Legal Action Review Committee**

The Review Committee oversees the initiation and development of litigation projects. The Committee applies specific criteria to determine whether to approve member requests for legal action via the Program. Should the Committee approve participation, the Coalition and the participating member(s) enter a "memorandum of agreement" outlining the duties and obligations of the parties. Typically, the participating member agrees to be primarily responsible for fundraising sufficient to cover attorney's fees/expenses, although the Committee may agree to apply unallocated legal action funds to help defray fees and expenses in any given matter.

In evaluating whether to accept a case under the Program, the Review Committee will employ the following criteria:

1. Membership in the BlueRibbon Coalition,
2. Importance of the issue to recreation and public access national policy,
3. Interest group diversity,
4. Geographical diversity,
5. Status of current case load and Fund health,
6. The potential for Fund reimbursement,
7. Evidence of local involvement and commitment, and
8. The likelihood of success as determined by attorneys retained by the Fund.

## **Memorandum of Agreement**

A Memorandum of Agreement will be executed between the Coalition and all participating members. The MOA will detail responsibilities of each party, terms of the participation, and the primary objectives of the legal action. The MOA will typically address the following items:

### Coalition Responsibilities:

1. Identify the attorneys who will represent the parties in the applicable legal matter,
2. Address the responsibility for or manner of fund raising to satisfy attorney's fees and applicable expenses, and
3. Work with the identified attorneys to ensure that legal fees and court costs are kept to a reasonable level when considering the complexity of the issues involved in the matter.

### Cooperating Member Responsibilities:

1. Cooperate with the retained attorneys as required,
2. Engage in fundraising necessary to reimburse the Fund for attorney's fees and expenses, and
3. Appoint one single representative to serve as the main point of contact with the Fund and the attorney or attorneys retained by the Fund.

### **It is understood by both parties that, in consultation with the clients, the attorney(s):**

1. Shall have control over legal theories to be pursued and the manner in which they are pursued,
2. Shall make all decisions relating to the employment of local counsel where required,
3. Shall prepare and/or be provided advance review of any statements, including those intended for public release, relating to the project, and
4. Do not guarantee any result to anyone in any issue at any time.