

## LEGAL SERVICES AGREEMENT

This Agreement is between Palouse Prairie Charter School No. 477 (hereinafter "Charter School") and the law firm of Moore Smith Buxton & Turcke, Chartered (hereinafter "Attorneys") as an independent contractor to provide legal services to Charter School.

It is mutually agreed as follows:


- Description of Services:** Attorneys will serve as legal counsel for the Charter School, provide ongoing legal advice and counsel to the Charter School, and undertake work assigned by the individuals listed below in Section 7. Attorneys are experienced and qualified to represent political subdivisions, including Charter Schools.
- Period of Agreement:** The term of this agreement shall commence on July 1, 2015, and shall continue from year to year, until terminated by either party as set forth in paragraph 10 of this Agreement. The parties may, however, upon the written request of either party, renegotiate any of the terms of this Agreement; any mutually agreed-upon changes to take effect as of the following month.
- Annual Retainer:** Charter School agrees to pay a nonrefundable annual retainer of \$510.00 for the duration of this agreement for non-litigation related legal services. Charter School agrees that Attorneys will apply any bills for legal services and costs against the annual retainer until it is exhausted, and Charter School agrees to pay Attorneys at the same rate for any additional bills received.
- Separate Billing Projects:** Charter School may request that Attorneys represent it in specific projects, including litigation, which Attorneys determine, due to the magnitude of the project, and complexity of legal issues, should be handled as an individual billing matter. In such instances, the parties shall consult and mutually determine whether the project at issue will be covered within this Agreement or whether it will be identified as a separate matter subject to project-specific file and billing arrangement.
- Compensation:** For all legal representation under this Agreement Attorneys will calculate fees on an hourly basis. For work performed for non-litigation related legal services, the billing rates shall be set as follows: \$170.00/hour for shareholder and \$150.00/hour for associates. Legal assistant time is billed at \$65.00/hour. All reasonable expenses related to the performance of services outlined above including, but not limited to, mileage, meals, postage and shipping, legal research, printing, telephone, long distance and other charges normally associated with the provision of professional services shall be reimbursed by the Charter School. Any expenses billed to Charter School will be reasonable in amount for the item in question and will be related to work necessarily performed on behalf of Charter School.
- Insurance Coverage:** In the event legal fees and costs accrued by the Charter School are billed to the District's insurance carrier, the Charter School agrees to pay Attorneys any legal fees and costs which are not covered by the District's carrier. If the Charter School's insurance carrier fails to pay the Law Office within thirty (30) days from receipt of the invoice, the Charter School agrees to pay the Attorneys the total amount of legal fees and costs billed and agrees to seek reimbursement from the Charter School's carrier.
- Authorized Charter School Representatives:** Charter School authorizes Attorneys to provide legal services to administrators, the board clerk, and board members who contact Attorneys unless Charter School chooses to limit the authority to the following individuals (i.e., administrator, superintendent, special education director, principals, supervisors, board clerk, local Charter School counsel, etc.):

Name	Position
<u>Jacob Ellsworth</u>	<u>Director of Administration and Operations</u>
<u>Debbie Berkman</u>	<u>Business Manager</u>
<u>Brian Gardner</u>	<u>Board of Trustees, Chair</u>

- 8. **Reporting and Communication:** Attorneys will communicate with Charter School as the need indicates and as otherwise requested by Charter School throughout the duration of this Agreement. Charter School will timely communicate with Attorneys as questions arise, as information becomes available, or as circumstances change regarding matters covered by this Agreement.
  
- 9. **Conflicts of Interest:** Charter School acknowledges that Attorneys represent other Idaho political subdivisions. As legal consultant to Charter School, Attorneys will refuse any new relationship or agreement which may tend to conflict with the interests of a current client. On rare occasions, conflicts develop among the interests of existing clients; in those cases, Attorneys will make every effort to resolve the conflicts in such a way as to allow uninterrupted representation for Charter School. Charter School understands that Attorneys, due to other client relationships, are unable to file a lawsuit against any Idaho municipal corporation.  
  
In the event Attorneys determine they can no longer conduct joint representation of Charter School and one or more other clients without adverse effect to the interests of one or more of the jointly-represented parties, Attorneys will immediately advise all affected clients and will take such measures as are necessary to protect the interests of the parties and to provide representation for all parties in a manner that is appropriate under the applicable Rules of Professional Conduct.
  
- 10. **Termination:** Either party may terminate this Agreement at any time. In such case, Attorneys will immediately submit a summary of outstanding fees and expenses, which shall be due and payable within thirty (30) days. The retainer is refundable on a pro-rated basis upon termination, in the event retainer funds have not been fully expended. If Charter School decides to terminate this Agreement for any reason, including an actual or perceived conflict of interest, Charter School agrees that, notwithstanding such withdrawal, Attorneys shall not be disqualified from continuing to represent Attorneys' other political subdivision clients, including any such representation in any ongoing or future litigation. Charter School further explicitly agrees that no subsequent or subsequently discovered conflict shall preclude the continued representation by Attorneys of other political subdivision clients, notwithstanding Attorneys' receipt of confidential and otherwise privileged information from Charter School.
  
- 11. **Agreement Disputes:** Any disputes between the parties arising under this Agreement shall be governed by the laws of the State of Idaho and venue for any such dispute shall be Ada County, Idaho. All disputes between the parties must first be submitted to mediation prior to any party resorting to such redress in a court of appropriate jurisdiction.
  
- 12. **Authority:** The signatories to this Agreement aver and represent that they are fully empowered and authorized to enter this Agreement on behalf of their respective organizations.

Palouse Prairie Charter School 472  
Charter School Name and No.

June 17, 2015  
Date

By 

MOORE SMITH BUXTON & TURCKE, CHARTERED

7/1/15  
Date

By Elaine Eberhardt-Wake