

## LEGAL SERVICES AGREEMENT

This Agreement is between Emmett Independent School District No. 221 (hereinafter "School District") and the law firm of Moore Smith Buxton & Turcke, Chartered (hereinafter "Attorneys") as an independent contractor to provide legal services to School District.

It is mutually agreed as follows:

- Description of Services:** Attorneys will serve as legal counsel for the School District, provide ongoing legal advice and counsel to the School District, and undertake work assigned by the individuals listed below in Section 7. Attorneys are experienced and qualified to represent political subdivisions, including School Districts.
- 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:** School District agrees to pay a nonrefundable annual retainer of \$510.00 for the duration of this agreement for non-litigation related legal services. School District agrees that Attorneys will apply any bills for legal services and costs against the annual retainer until it is exhausted, and School District agrees to pay Attorneys at the same rate for any additional bills received.
- Separate Billing Projects:** School District 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 School District. Any expenses billed to School District will be reasonable in amount for the item in question and will be related to work necessarily performed on behalf of School District.
- Insurance Coverage:** In the event legal fees and costs accrued by the School District are billed to the District's insurance carrier, the School District agrees to pay Attorneys any legal fees and costs which are not covered by the District's carrier. If the School District's insurance carrier fails to pay the Law Office within thirty (30) days from receipt of the invoice, the School District agrees to pay the Attorneys the total amount of legal fees and costs billed and agrees to seek reimbursement from the School District's carrier.
- Authorized School District Representatives:** School District authorizes Attorneys to provide legal services to district administrators, the board clerk, and board members who contact Attorneys unless School District chooses to limit the authority to the following individuals (i.e., superintendent, special education director, principals, supervisors, board clerk, local school district counsel, etc.):

Name	Position
<u>Wayne Rush</u>	<u>Superintendent</u>
<u>Nicole Baxter</u>	<u>Director of special services</u>
<u>Cheryl Lamunyon</u>	<u>Business manager</u>
<u>Cindy Roberts</u>	<u>Director of Curriculum</u>

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8. **Reporting and Communication:** Attorneys will communicate with School District as the need indicates and as otherwise requested by School District throughout the duration of this Agreement. School District 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:** School District acknowledges that Attorneys represent other Idaho political subdivisions. As legal consultant to School District, 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 School District. School District 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 School District 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 School District decides to terminate this Agreement for any reason, including an actual or perceived conflict of interest, School District 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. School District 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 School District.

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.

Emmett School Dist #221  
School District Name and No.

6-12-2015  
Date

By W. I. R.

MOORE SMITH BUXTON & TURCKE, CHARTERED  
By Elaine Eberhardt-Maki

\_\_\_\_\_  
Date

# MSBT

MOORE SMITH BUXTON & TURCKE, CHTD.  
Attorneys and Counselors at Law

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MICHAEL C. MOORE, † *Of Counsel*  
BRUCE M. SMITH, *Of Counsel*

\* Also admitted in Oregon  
° Also admitted in South Dakota  
≈ Also admitted in Utah  
† Also admitted in Washington

RECEIVED  
JUL 08 2015  
DISTRICT OFFICE

June 5, 2015

Wayne Rush, Superintendent  
EMMETT INDEPENDENT SCHOOL DISTRICT  
400 S Pine Suite 1  
Emmett, ID 83617-3111

Dear Mr. Rush,

As you may know, on March 16, 2015, the firm of Eberharter-Maki & Tappen, PA merged with Moore Smith Buxton & Turcke, Chtd, an established law firm that represents a variety of political subdivisions, including cities, counties, water districts, fire districts, etc. This merger has allowed us to provide Idaho school districts and charter schools with an even greater range of legal services. While our philosophy has remained the same – helping our clients avoid costly litigation by practicing preventive law - the greater range of legal services include experienced litigators and appellate attorneys, as well expertise in personnel matters and bonds.

In addition to working with Idaho school districts in the areas of special education, student discipline and personnel matters, we are also available to support you in all administrative and civil law issues, including, but not limited to, contract review and negotiations, constitutional issues, district consolidation, construction, real estate matters and board of trustee matters such as policy development, public records and open meeting law requirements to name just a few of the legal issues surrounding public education. We are available by phone or email and typically respond to your request for assistance the same day it is received. We are also available for board meetings, hearings, or other events as needed.

I am enclosing for your review and signature an updated Legal Services Agreement (LSA). You will note that the annual retainer continues to be only \$510, and the hourly attorney rate has not changed. However, the hourly rate for legal assistant time has decreased. Additionally, the LSA no longer will be signed on a yearly basis. Rather, the terms of the agreement will continue from year to year, with the option for either party to renegotiate the terms of the agreement, or terminate the agreement. This is intended to insure continued legal services and better match the

June 5, 2015

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LSAs currently existing with other taxing subdivisions. The LSA also allows for representation in specific projects, including litigation, which can be handled as an individual billing matter.

If you have a current balance in your 2014-2015 retainer, it will rollover and be applied to the 2015-2016 retainer, with this signed Legal Service Agreement. In past years, if the retainer was not fully used by June 30<sup>th</sup>, the law firm retained any remaining funds.

We look forward to providing you and your School District with the legal services necessary to address all of the issues you may be encountering. Please do not hesitate to contact me if you have any questions regarding the changes to the enclosed LSA.

Sincerely,



Elaine Eberharter-Maki  
Attorney at Law

Enclosure