



March 7, 2022

Elbert County School District C-2  
ATTN:  
525 Comanche Street  
P.O. Box 128  
Kiowa, CO 80117

Re: Engagement Letter

Dear Elbert County School District,

We are pleased Elbert County School District (“Client” or “You”) has asked MILLER FARMER LAW, LLC (the “Firm” or “We/Us”) to represent you. This Engagement Letter or Agreement explains the Scope of the Representation and other matters. In consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Firm agree as follows:

1. Scope of Representation. Client engages Firm to serve as general legal counsel to the Client as requested by Client. This representation may include, without limitation, general legal advice and assistance; advice and counsel for governance and the board of directors; drafting, review and negotiation of contracts, including the charter contract; develop or review Client policies and/or handbooks; assist with development and implementation of legal initiatives; assist and update Client with new legislation (this does not include any “lobbying”); assist with any special education, student discipline, or other student-related legal issues; and perform other legal services as directed.

Client may determine to utilize the Firm, at its discretion, in support of its legal needs and for any other appropriate projects. All such ongoing engagement may be described and requested orally or in writing and will be subject to the fees and other provisions described in this engagement letter

The matters set forth above as the “Scope of Representation” will be charged to Client at the rate described in Exhibit A. A bill for services, with detailed time reports (billed in six-minute increments), will be provided by the Firm to Client at the beginning of each month for hours worked during the prior month. Exhibit A may be modified, from time to time, by the Firm by providing notice of a new Exhibit A to Client. Unless Client objects to the modification, the new Exhibit A will be in effect beginning the month following notification of any modification.

719.338.4189 (Brad) or 303.810.1601 (Tim)  
brad@millerfarmerlaw.com and tim@millerfarmerlaw.com  
5665 Vessey Rd. Colorado Springs, CO 80908

millerfarmerlaw.com



Brad Miller will be primarily responsible for this engagement but may be assisted by other attorneys and experts employed by the Firm or contracted as necessary. The Firm will keep Client informed of the progress on the matters in which We are engaged through the proper channels of communication to Client. The Firm will make all reasonable efforts to respond promptly to Client's inquiries and communications. Client, in turn, agrees to provide the Firm with complete and accurate information, as needed, to allow the Firm the ability to adequately represent Client in a given matter.

2. Term of Engagement. Either Party may terminate this engagement at any time for any reason with five (5) days written notice to the other party. In addition, Client promises to agree to the withdrawal of the Firm as Client's counsel fifteen (15) days after either party mails such written notice. Notice shall be made by certified mail, return receipt requested, and will be considered complete upon delivery or first attempted delivery. Approval of this Engagement Letter constitutes any approval required by applicable Rules of Civil Procedure.

Upon written receipt of notice of termination, Client must immediately make a good faith effort and take all steps necessary to obtain new counsel, if needed. This provision is subject on our part to the applicable rules of professional conduct. In the event we terminate the engagement, we will take such steps as are reasonably practicable to protect Client's interests on matters in which We are engaged. In the event applicable laws or the rules governing our practice prohibits us from withdrawing as set forth above, Client agrees to obtain new counsel and agree to our withdrawal at the earliest possible time allowable by law.

3. Post-Engagement Matters. Client is engaging the Firm to provide legal representation on an on-going basis, subject to termination by either party. After completion of this relationship, which shall be deemed to occur automatically after a reasonable period of no communication between Client and Firm or any completion of work on a particular matter, changes may occur in the applicable laws or regulations that could have an impact upon Client's future rights and liabilities. Once our attorney-client relationship ends, the Firm has no obligation to advise Client with respect to future legal developments.
4. Retainer. We are not requesting an initial retainer at this time.
5. Fees. All time is billed in six-minute increments.
6. Conflicts of Interest. We have run a conflict check and we are not aware of any conflicts under the Rules of Professional Conduct that would preclude our firm from undertaking the above-described representation. Should you become aware of a potential conflict at any later time, please notify the Firm as we welcome the opportunity to resolve any concerns in accordance with the Rules of Professional Conduct.



7. Client Document. The Firm and Client agree that all lawyer end product specifically prepared for Client are the property of Client.
8. Integrity of Work Product. The Firm will not be responsible and shall have no liability for any consequences whatsoever arising out of or resulting from a document that is modified by you or a third-party after it has left our control. In addition, You agree to not review or make use of any metadata included in documents delivered to you.
9. Fee Disputes. Client agrees that any claim by Client regarding fees billed by the Firm that Client consider to be unnecessary or unreasonable shall be asserted and delivered to the Firm in writing not later than one hundred twenty (120) days after Client's receipt of the Firm's bill for services on which the fees or costs first appear.
10. Limitation on Time to Assert Claims. Client further agrees that any claim associated with the provision of legal services by the Firm including, but not limited to, claims for breach of contract, legal malpractice, or breach of fiduciary duty shall be brought within one (1) year following the last date on which the Firm performed services for Client in relation to the particular matter and that any claims not asserted shall be forever barred. The Firm agrees that, if necessary, the Firm shall bring a claim for collection of unpaid fees and costs within one (1) year of the last date on which the Firm performed services for Client, and that any claim not so asserted shall be forever barred. This provision does not limit either party's right to assert any claims or defenses. However, it does limit the amount of time each party has to assert a claim. This provision does not prevent Client from filing a grievance with the Disciplinary Board. This provision may only be modified in a signed writing by Client and by the Firm.
11. Results. Client representative's signature will signify Client's agreement to disclose fully and accurately all material facts and keep us apprised of all material developments related to any matters in which the Firm is involved. In addition, it is understood that the Firm makes no promises or guarantees to Client concerning the outcome of legal services, except that we will represent Client's interests to the best of our abilities and in a manner consistent with the Colorado Rules of Professional Conduct.
12. Use of Client Name and Logo. Unless Client expressly requests otherwise, the Firm may reference that Client is a client of the Firm, and may use Client's name and logo, on its website and in its marketing materials.
13. Complete Agreement. This is a binding contract between the parties who have relied upon their own independent judgment. No other representations have been or are relied upon by



either party. The agreements outlined in this Engagement Letter supersede and replace all previous agreements or contracts entered in to between Client and the Firm and its owners.

14. Miscellaneous. If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Agreement and all such provisions shall remain in full force and effect. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing, and said written modification(s) shall be executed by both parties. This Agreement is made and entered into in the State of Colorado and shall be interpreted according to and governed by the laws of that state. Any action arising from this Agreement, shall be brought in a court of competent jurisdiction in Colorado.

The Client representative's signature below indicates that Client has fully read and understands the terms and conditions outlined in this Engagement Letter and that this Engagement Letter is acceptable to Client. If Client wishes to engage the Firm, please countersign where indicated below, retain a copy for Client's records and forward a copy to the Firm. Please call the Firm if Client has questions regarding this Engagement Letter during the course of our representation.

Sincerely,

Brad Miller, Esq.

**Accepted and Agreed to by:**

\_\_\_\_\_  
Printed Name of Representative for Client

\_\_\_\_\_  
Signature of Representative for Client

Date: \_\_\_\_\_



**EXHIBIT A  
Miller Farmer Law, LLC**

<u>Service.</u>	<u>Current Rates.</u>
Partner Attorney Services (Brad Miller and Tim Farmer):	\$225.00/hour
Senior Associate Attorney Services: (Bryce Carlson)	\$200.00/hour
Associate Attorney Services:	\$180.00/hour
Workplace/School Investigation Services:	\$200.00/hour
Paralegal/Legal Assistant Services:	\$105.00/hour
Services as Borrower's Counsel in Facility Financing or Re-financing:	\$15,000/flat fee

Schedule of Standard Charges Billed as Disbursements or Costs and Certain Policies.

1. Professional time: All communications including but not limited to, phone and email are billed at the applicable professional's rate. All research and time spent on matters requested by Client are billed at the applicable professional's rate.
2. Travel time: Billed one-way at the applicable professional's rate.
3. Mileage: \$0.545 per mile or the current IRS standard mileage rate.
4. Travel expenses: All travel expenses, including but not limited to, parking, taxis, rental cars, air travel, meals, and hotels, will be billed at cost or paid directly by Client.
5. Photocopying: Only billed if greater than 100 pages in a month, at \$.25 per page.
6. Facsimile: Only billed if greater than 100 pages in a month, at \$.25 per page.
7. Delivery Service: Reasonable cost charged by third-party or runner employed by the Firm.
8. Computerized Research: Billed at the going third party rate.

The above list represents examples of costs and expenses, but is not an exhaustive list. The billing rates set forth above are subject to change from time to time at the Firm's sole discretion. If, due to complexity or time restraints, it is necessary to utilize contract attorneys, paralegals,



document or computer service personnel, the work will be charged at the rate the Firm charges for equivalent in-house personnel for services provided. The Firm may charge for paralegal or non-attorney staff overtime requested by the client or which is required as a result of emergencies, short deadlines in complex matters, or other exigent circumstances, of which preclude scheduling and performing the work on a non-overtime basis.

Third party Provider Charges.

Any third-party invoice may be sent to Client for prompt, direct payment.

Payment.

Our statements for services and expenses will normally be rendered on a monthly basis and are due and payable upon receipt by Client. We expect all statements to be paid in full within fifteen (15) days after receipt. If Client anticipates a problem at any time, we ask that Client contact the Firm prior to the date-payment is due to arrange an alternative payment schedule. If a statement is not paid in full within thirty (30) days after receipt and We have not agreed in writing upon an alternative payment schedule, and subject to applicable rules and laws, We reserve the right to suspend work on Client's behalf until such time as past due invoices are fully paid. We will be entitled to charge interest thereon beginning thirty (30) days after receipt at a rate equal to the lesser of one and one-half percent per month or the maximum rate permitted by applicable law. In addition, we reserve the right to call for payment of a retainer deposit at any time. If additional services are requested after a bill is received, we consider the previous bill as having been accepted. In order to pay fees and to reimburse the Firm for costs and expenses incurred in performing services on Client's behalf, the Firm shall have a right to assert a lien against Client.