

CONTRACT TO EMPLOY ATTORNEY AT AN HOURLY RATE

To be executed in Duplicate

This agreement is made between the law firm **GRADISAR, TRECHTER, RIPPERGER, & ROTH**, 1836 Vinewood, Suite 200, Pueblo, Colorado, 81005 referred to in this agreement as "Attorney", and **Pueblo City-County Library District**, referred to in this agreement as "Client" in order to set out the terms and conditions under which attorney will represent client.

I. EFFECTIVE TIME OF AGREEMENT

This agreement shall take effect on its execution by both parties and the payment of an initial deposit set forth in Section Four (IV) of this agreement.

II. SCOPE OF SERVICES

Attorney agrees to represent client in connection with the client's case related to: **General representation, to be determined on an as needed basis, when relayed by Client to Attorney. It is agreed and accepted by the parties that representation is expected to include, but is not limited to, attorney attendance at all of the Board of Trustees meetings; participation in negotiation, preparation and review of contracts when requested to do so by the Board; representation of the District in litigation concerning contracts; representation of the Board of Trustees in disciplinary actions, contract negotiations, if any, and in all personnel matters, including discharges and litigation relating thereto; and representation of the Board of Trustees in its general litigation needs.**

III. ATTORNEY FEES

Client agrees to pay attorney fees in accordance with the following Rate Schedule:

- A) All legal services/representation by Attorney at \$150.00 per hour.
- B) Paralegal time for work done will be charged at a rate of \$60.00 per hour.

Client agrees to pay by the hour at attorney's prevailing rate as set forth above for time spent on client's matter by attorney's legal personnel. Attorney will charge client for the time attorney spends on telephone calls relating to client's case, including calls with client, the adverse party and/or opposing counsel, court personnel, or witnesses. Attorney will charge for waiting time in court and in such other place as necessary. In the event Attorney has to travel outside of Pueblo County, Attorney will also charge for travel time at the attorney's prevailing rate as set forth above in addition, client will incur per mileage expenses at the rate of .58 cents per mile. Client understands that client will incur costs of reasonable expenses for meals, lodging, and all other costs of any necessary out of town travel.

IV. RETAINER FEE/DEPOSIT

Client agrees to pay attorney an initial deposit of **zero dollars and no cents (\$0.00)**. This Retainer Fee/Deposit as well as any future deposits will be held in a trust account separate and distinct from the attorney's or the law firm's personal accounts. Attorney's hourly charges will

be credited against this Retainer Fee/Deposit and as work and/or costs are incurred, a withdrawal in the corresponding amount will occur. Client authorizes attorney to use such deposits to pay the fees, costs and other expenses incurred in connection with the subject of this agreement. Attorney will send periodic statements of fees, costs, and expenses incurred.

V. COSTS AND EXPENSES

Client agrees to pay for costs and expenses incurred in connection with client's case, in addition to the hourly fees, such as fees fixed by law or assessed by courts and other agencies, court reporters' fees, process server's fees, long distance telephone calls, messenger fees, delivery fees, postage, parking, .58 cents per mile for necessary driving outside of Pueblo County (adjusted annually per IRS calculations), photocopying and other reproduction costs, FAX transmission costs, and any other reasonable office expenses or other costs incurred related to client's case. In the event it becomes necessary to hire expert witnesses, consultants or investigators, attorney will not hire such persons unless client agrees to pay their fees and charges.

VI. CLIENT'S DUTIES

Client agrees to tell attorney the truth, to cooperate with the attorney fully, to keep attorney informed of any developments that are relevant to the case, to faithfully comply with this agreement, to pay attorney fees on time, and to keep attorney advised of client's address and telephone number and any changes of such address or telephone number.

VII. TERMINATION AND WITHDRAWAL

Client may terminate this agreement at any time. Attorney may withdraw from the case with client's consent or without client's consent for good cause, such as failure to comply with client's duties as provided for in Section Seven (VII), refusal to make future deposits into client's trust fund, as requested by attorney, failure to follow attorney's advice on any matter material to client's case, or if circumstances arise that would render attorney's continuing representation unlawful or unethical.

On the termination of attorney's services, whether or not it is terminated by client or by attorney, all unpaid charges shall immediately become due and payable to attorney. Attorney will likewise deliver to client all records of the case and all property of client's in attorney's possession, except those subject to any lien.

VIII. DISCLAIMER OF GUARANTEE

Attorney will use attorney's best efforts in representing client, but makes no promises or guarantees regarding the outcome of client's case. Attorney's comments regarding the outcome of the case are mere expressions of opinion. Neither does attorney guarantee any time frame within which client's case will be resolved.

Dated: July 10, 2019



Douglas A. Gradisar, Atty. Reg. #34326
GRADISAR, TRECHTER, RIPPERGER & ROTH
1836 Vinewood, Suite 200
Pueblo, Colorado 81005



Anthony P. Perko, Atty. Reg. #46583
GRADISAR, TRECHTER, RIPPERGER & ROTH
1836 Vinewood, Suite 200
Pueblo, Colorado 81005

Client represents that client has carefully read and fully understood every word in this agreement and agrees to its terms and conditions, and to faithfully comply with them.

Dated: July 11, 2019



Jon Walker, Executive Director
Pueblo City-County Library District
100 E. Abriendo Avenue
Pueblo, Colorado 81004