

**COLLINS | COLE
FLYNN | WINN | ULMER**

November 29, 2021

Mr. Jon Walker, Executive Director
Pueblo City-County Library District
100 E. Abriendo Ave.
Pueblo, CO 81004
Email: jon.walker@pueblolibrary.org

Re: New Firm Announcement

Dear Board Members:

We are so pleased to announce the formation of our new law firm, Collins Cole Flynn Winn & Ulmer, PLLC, which will open its doors on January 1, 2022. The five partners, Jim Collins, Bob Cole, Tim Flynn, Kathryn Winn, and Allison Ulmer, will be joined by an experienced and knowledgeable team. Our core team includes Bart Miller, Of Counsel, retired from the Colorado General Assembly's Office of Legislative Legal Services and former Centennial City Councilman; paralegals Peggy Rupp and Crystal Schott, who have a combined 35+ years with the group, and legal assistant Jamie Stowers. This team has served you for many years and we will continue to provide highly competent, client-oriented legal services to our special district and local government clients.

As we establish our new office in Lakewood, we are recommitting ourselves to providing the most responsive, experienced and up-to-date legal services with modernized systems and an innovative and collaborative approach.

In the years we have represented Pueblo City-County Library District, we have worked hard to earn your trust. You have relied upon us to provide straightforward, effective and strategic legal advice on routine legal issues as well as the most sensitive of matters. We appreciate that you always have a choice in selecting your legal counsel, and as we start this exciting new venture, we ask for your support and continued reliance on our personal integrity and experience.

Sincerely,



Robert G. Cole

November 29, 2021

Mr. Jon Walker, Executive Director
Pueblo City-County Library District
100 E. Abriendo Ave.
Pueblo, CO 81004
Email: jon.walker@pueblolibrary.org

Re: Letter of Engagement

Dear Mr. Walker:

We understand that the Pueblo City-County Library District (the “Client”) desires to appoint Collins Cole Flynn Winn & Ulmer, PLLC, a Colorado professional limited liability company (the “Law Firm”), as the Client’s general counsel for certain matters as further described below. This letter is intended to outline the terms governing our representation of the Client effective January 1, 2022.

1. Scope of Services.

The Law Firm will advise the Client on all Client-related matters referred to the Law Firm by the Client. We will take our direction from Jon Walker, Executive Director, and the President of the Pueblo City-County Library District Board of Trustees, and such other persons as either the Executive Director or the President of the Board of Trustees may designate. We do not represent (i) any person or entity (except the Client itself); (ii) individual members of the Board; or (iii) employees or agents of the Client (collectively, the “Other Persons”), and all services are provided only for the benefit of the Client and not for the Other Persons. The Law Firm owes professional responsibilities only to the Client itself. In all matters involving the Client, such Other Persons should retain their own legal counsel.

The attorney will be present (either in person or via teleconference) at all regular meetings of the Board of Trustees and other meetings of the Trustees, as requested.

2. Designation of Attorneys and Assistants.

Bart Miller, Of Counsel, will be primarily responsible for the legal services rendered to the Client. Robert G. Cole, a Partner in the Law Firm, will serve as the Library District’s back-up contact with the Law Firm. Other qualified attorneys and paralegals may perform services for the Client under Bart’s or Bob’s supervision in order to most effectively provide a particular service or to minimize costs.

3. Compensation.

The Law Firm shall provide to the Client a monthly billing statement detailing the services rendered and the amount of time spent in performance thereof. The Client shall pay for the total time of all attorneys, paralegals and law clerks at the current rates in effect for the services rendered.

Secretarial and legal assistance services are not routinely billed to the Client, but out-of-the-ordinary use of a secretarial or legal assistance person's time may be billed in the attorney's reasonable discretion. Paralegals and law clerks are utilized when their skills are commensurate with a particular project, so as to minimize the costs billed to the Client. The attorney supervises the work product of associate attorneys, paralegals and law clerks.

The Client shall pay for Services within thirty days of the date of the invoice. The Law Firm shall not be obligated to perform any Services if payment of fees is sixty days overdue.

The Law Firm's current billing rates are subject to adjustment, but not by more than ten percent collectively at any time without written notice.

4. Expenses.

Expenses for which the Law Firm will or will not receive reimbursement are as follows, along with the rates for such reimbursement:

a. Mileage.

No charge, unless lengthy travel distance.

b. Out-of-Town Travel.

Expenses at cost without mark-up. Travel time by attorneys and staff will be billed at current billing rates. Trips will be coordinated with other clients, to the extent possible, to minimize travel costs.

c. Long-Distance Telephone Service.

No charge.

d. Teleconferencing.

Billed at cost without mark-up.

e. Computer Expenses.

No charge, except for computer research, Lexis/Nexis or other special costs; billed at actual cost without mark-up.

f. Photocopies.

No charge for in-house copying, unless large volume of copying.
Outside copying and printing billed at actual cost without mark-up.

g. Postage.

No charge for usual first-class mailings, such as mailings to the Client, courts, counsel of record and other consultants. Mass mailings, such as election notices, and overnight and special delivery mailings billed at actual cost without mark-up.

h. Couriers.

Courier service will be used on an as-needed basis with the cost thereof being billed to the Client without mark-up.

i. Other Reimbursables.

Other reimbursables include our payment of filing fees, costs for service of process and related services, expert witness fees (only as pre-authorized by the Client), court reporter fees for transcript of testimony, court reporter appearance fees, county clerk and recorder's fees for recording of documents, title company's fees for reports of title, publication fees, election materials and other related expenses. All such reimbursables will be billed to the Client at cost without mark-up.

j. Other Expenses.

Certain services and expenses not otherwise documented herein (e.g., private investigator, special counsel, etc.) may become necessary under certain circumstances. To the extent that such services are required, the Law Firm will first obtain authorization from the Client before incurring such costs. As such expenses are incurred, they will be billed to the Client.

5. Communications between Law Firm and Client.

Written and oral communication between the Law Firm and the Client on the Client's matters shall be made using all current forms of technology including mail, courier, email, POTS, VoIP and cellular telephone, and other electronic means of communication as such technology becomes available. The security of such means of communication, particularly electronic means such as e-mail and cellular telephone cannot be guaranteed, and therefore a risk exists that privileges such as the attorney-client privilege may be waived if a communication is inadvertently

received by persons other than the Client. If the Client desires to avoid the risk of inadvertent disclosure by any particular means of communication, the Client must contact the Law Firm and instruct the Law Firm as to any unacceptable means of communication for Client matters.

6. Cloud Services.

During and/or after termination of our engagement we may use cloud services. Where we do so, or where we use a subcontractor to provide cloud services, we will ensure an appropriate level of security.

7. Disclaimer of Warranties.

There can be no warranties as to the success of any matter undertaken by the Law Firm in the representation of the Client. All expressions made by the Law Firm relative thereto are solely matters of the Law Firm's opinion.

8. Power of Attorney to Execute Documents.

The Client grants to the Law Firm the power to execute documents connected with the representation of the Client, which have been generally approved by the Client, including pleadings, applications, protests, contracts, commercial papers, settlement agreements and releases, verifications, dismissals, orders, and all other documents associated with the services provided hereunder.

9. Document Retention/Destruction.

Files created and compiled by the Law Firm for work on Client matters, including correspondence, pleadings, research and any other documents prepared by the Law Firm, will not be retained indefinitely. Law Firm will retain files for sixty days following conclusion of a matter or conclusion of representation, at which time Client may retrieve the file(s), so long as the Client has paid all fees and costs, or the file(s) may be disposed of at the discretion of the Law Firm, except that we will not destroy (i) original documents entrusted to us for continued representation as part of our services; and (ii) any documents that the Client is obligated by law to retain.

10. Worker Without Authorization Certification.

Pursuant to the requirements of H.B. 06-1343, the Law Firm certifies that the Law Firm will comply with the provisions of Section 8-17.5-101 et seq., C.R.S., and the Law Firm will not knowingly employ or contract with a worker without authorization to perform work for the Client. The Law Firm has verified that the Law Firm (i) has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the E-Verify Program administered by the Department of Labor and Employment; and (ii) otherwise will comply with the requirements of Section 8-17.5-

102(1), C.R.S., regarding such verification. The Law Firm agrees to comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If we do not comply with any requirement of Section 8-17.5-101 et seq., C.R.S., regarding worker without authorization verification, the Client may immediately terminate the Law Firm's Services, subject to payment for work performed prior to the termination date as described herein.

11. Entire Agreement.

The terms herein represent the entire agreement of the parties concerning the representation of the Client by the Law Firm. The agreement represented by this letter may not be amended or modified except in writing and signed by both parties hereto.

12. Term.

The agreement represented by this letter shall commence on January 1, 2022 and remain in effect until terminated by written notice of either party.

**Collins Cole Flynn Winn & Ulmer, PLLC,
a professional limited liability company**



By: Robert G. Cole, Shareholder

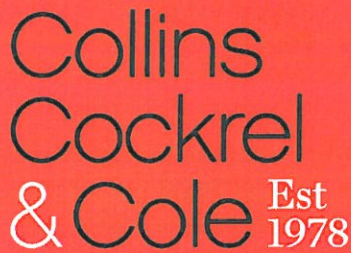
Pueblo City-County Library District

Jon Walker, Executive Director

BILLING RATES

Effective 1/2022

<u>Name</u>	<u>2022 Rates</u>
James P. Collins, Partner	\$450
Robert G. Cole, Partner	\$405
Timothy J. Flynn, Partner	\$410
Kathryn G. Winn, Partner	\$390
Allison C. Ulmer, Partner	\$390
Bart W. Miller, Of Counsel	\$300
Peggy Rupp, Paralegal	\$235
Crystal Schott, Paralegal	\$220



SHAREHOLDERS
Paul R. Cockrel
James P. Collins
Robert G. Cole
Timothy J. Flynn
Evan D. Ela
Linda M. Glesne
David A. Greher
Kathryn G. Winn
Allison C. Ulmer
Matthew P. Ruhland

ASSOCIATES
Joseph W. Norris
Bart W. Miller
Ayshan E. Ibrahim

303.218.7213
bmiller@cccfirm.com

August 1, 2020

VIA E-MAIL

Mr. Jon Walker, Executive Director
Pueblo City-County Library District
100 East Abriendo Avenue
Pueblo, Colorado 81004
Jon.walker@pueblolibrary.org

Re: General Counsel Legal Services

Dear Mr. Walker:

We understand that the Pueblo City-County Library District (the "Client") desires to appoint Collins Cockrel & Cole, a professional corporation (the "Attorney"), as the District's general counsel for certain matters as further described below. This letter is intended to outline the terms governing our representation of the Client.

1. Scope of Services.

The Attorney will advise the Client on all District-related matters referred to the Attorney by the Client. We will take our direction from Jon Walker, Executive Director, and the President of the the Pueblo City-County Library District Board of Trustees, and such other persons as either the Executive Director or President of the Board of Trustees may designate. We do not represent (i) any person or entity (except the District itself); (ii) individual members of the Board of Trustees; (iii) employees, volunteers, or agents of the District; or (iv) any landowner, developer or other person within the District (collectively, the "Other Persons"), and all services are provided only for the benefit of the Client and not for the Other Persons. The Attorney owes professional responsibilities only to the Client itself. In all matters involving the Client, such Other Persons should retain their own legal counsel.

The Attorney will be present (either in person or via teleconference) at all regular meetings of the Board of Trustees and other meetings of the Trustees, as requested.

2. Designation of Attorney and Assistants.

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390 Union Blvd, Suite 400, Denver, CO 80228-1556

office 303.986.1551 | toll free 800.354.5941 | fax 303.986.1755 | www.cccfirm.com

Bart Miller, an associate attorney with our office, will be primarily responsible for the legal services rendered to the Client. Robert G. Cole, a Partner in the firm, will serve as the Library District's back-up contact with the firm. Other qualified attorneys and paralegals may perform services for the Client under Bart's or Bob's supervision in order to most effectively provide a particular service or to minimize costs.

3. **Compensation.**

The Attorney shall provide to the Client a monthly billing statement detailing the services rendered and the amount of time spent in performance thereof. The Client shall pay for the total time of all attorneys, paralegals and clerks at the current rates in effect for the services rendered. The 2020 hourly rates for Bob Cole and Bart Miller are \$390 and \$265, respectively. Bart Miller's hourly rate will remain \$265 for 2020 and 2021.

Clerical services are not routinely billed to the Client, but out-of-the-ordinary use of a clerical person's time may be billed in the Attorney's reasonable discretion. Paralegals and law clerks are utilized when their skills are commensurate with a particular project, so as to minimize the costs billed to the Client. The Attorney supervises the work product of associates, paralegals and law clerks.

The Client shall pay for Services within thirty days of the date of the invoice. The Attorney shall not be obligated to perform any Services if payment of fees is sixty days overdue.

The Attorney's current billing rates are subject to adjustment, but not by more than ten percent collectively at any time without written notice.

4. **Expenses.**

Expenses for which the Attorney will or will not receive reimbursement are as follows, along with the rates for such reimbursement:

(a) Mileage.

No charge, unless lengthy travel distance.

(b) Out-of-Town Travel.

Expenses at cost without mark-up. Travel time by Attorneys and staff will be billed at current billing rates. Trips will be coordinated with other clients, to the extent possible, to minimize travel costs.

(c) Long-Distance Telephone Service.

No charge, unless unusual circumstances exist – such as lengthy time, multiple parties and/or teleconferencing.

(d) Computer Expenses.

No charge, except for computer research, Lexis/Nexis or other special costs; billed at actual cost without mark-up.

(e) Photocopies.

No charge for in-house copying, unless large volume of copying. Outside copying and printing billed at actual cost without mark-up.

(f) Postage.

No charge for usual first class mailings, such as mailings to the Client, courts, counsel of record and other consultants. Mass mailings, such as election notices, and overnight and special delivery mailings billed at actual cost without mark-up.

(g) Facsimile.

No charge.

(h) Couriers.

Courier service will be used on an as-needed basis with the cost thereof being billed to the Client without mark-up.

(i) Other Reimbursables.

Other reimbursables include our payment of filing fees, costs for service of process and related services, expert witness fees (only as pre-authorized by the Client), court reporter fees for transcript of testimony, court reporter appearance fees, county clerk and recorder's fees for recording of documents, title company's fees for reports of title, publication fees, election materials and other related expenses. All such reimbursables will be billed to the Client at cost without mark-up.

(j) Other Expenses.

Certain services and expenses not otherwise documented herein (e.g. private investigator, special counsel, etc.) may become necessary under certain circumstances. To the extent that such services are required, the Attorney will first obtain authorization from the Client before incurring such costs. As such expenses are incurred, they will be billed to the Client.

It is understood that the Client is not responsible for any general secretarial support or general office expenses of Attorney.

5. Communications between Attorney and Client.

Written and oral communication between the Attorney and the Client on the Client's matters shall be made using all current forms of technology including mail, courier, fax, email, land-based telephone, cellular telephone and other electronic means of communication as such technology

becomes available. The security of such means of communication, particularly electronic means such as fax, e-mail and cellular telephone cannot be guaranteed, and therefore a risk exists that privileges such as the attorney-client privilege may be waived if a communication is inadvertently received by persons other than the Client. If the Client desires to avoid the risk of inadvertent disclosure by any particular means of communication, the Client must contact the Attorney and instruct the Attorney as to any unacceptable means of communication for Client matters.

6. Disclaimer of Warranties.

There can be no warranties as to the success of any matter undertaken by the Attorney in the representation of the Client. All expressions made by any person associated with this firm are solely matters of the Attorney's opinion and are not binding on the Attorney.

7. Document Retention/Destruction.

The Client is advised that the files created and compiled by the Attorney for work on Client matters will not be retained indefinitely. Upon Client request, we will return Client files to the Client or its designee once a matter is concluded, so long as the Client has paid all fees and costs. We may retain copies of all or any portion of the Client's file duplicated at our expense. If the Client does not request its files, we will keep the files and information therein for a minimum of thirty days after the conclusion or termination of representation, after which we may retain, destroy or otherwise dispose of them as we deem appropriate, except that we will not destroy (i) original documents entrusted to us for continued representation as part of our services; and (ii) any documents that the Client is obligated by law to retain.

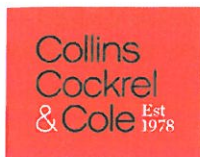
8. Illegal Alien Certification.

Pursuant to the requirements of H.B. 06-1343, the Attorney certifies that the Attorney will comply with the provisions of Section 8-17.5-101 et seq., C.R.S., and the Attorney will not knowingly employ or contract with an illegal alien to perform work for the Client. The Attorney has verified that the Attorney (i) has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the E-Verify Program administered by the Department of Labor and Employment; and (ii) otherwise will comply with the requirements of Section 8-17.5-102(1), C.R.S., regarding such verification. The Attorney agrees to comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If we do not comply with any requirement of Section 8-17.5-101 et seq., C.R.S., regarding illegal alien verification, the Client may immediately terminate the Attorney's Services, subject to payment for work performed prior to the termination date as described herein.

9. Entire Agreement.

The terms herein represent the entire agreement of the parties concerning the representation of the Client by the Attorney. The agreement represented by this letter may not be amended or modified except in writing and signed by both parties hereto.

10. Term.



The agreement represented by this letter shall remain in effect until terminated by written notice of either party.

**Collins Cockrel & Cole,
a Professional Corporation**

Pueblo City-County Library District

A handwritten signature in blue ink, appearing to read "Robert G. Cole", is positioned above a horizontal line.

By: Robert G. Cole

A handwritten signature in black ink, appearing to read "Jon Walker", is positioned above a horizontal line.

Jon Walker, Executive Director

RGC/bwm

FEE SCHEDULE

Robert G. Cole	\$390		
Bart W. Miller	\$265		
Partner	\$360	-	\$465
Of Counsel	\$330		
Associate	\$225	-	\$285
Paralegal	\$190	-	\$240
Paralegal Assistant	\$120	-	\$150

These hourly rates are uniform for all legal services provided, including litigation. Fees encompass the ordinary costs of providing such legal services, including, but not limited to: secretarial time, mileage and travel costs, long distance telephone charges, and routine numbers of copies.