



Shareholders

Paul R. Cockrel
Evan D. Ela
Linda M. Glesne
David A. Greher
Matthew P. Ruhland

Associates

Joseph W. Norris
Ayshan E. Ibrahim

Paralegals

Micki Mills
Sarah Luetjen

January 11, 2021

ATTORNEY-CLIENT PRIVILEGED

VIA EMAIL: CYNTHIA.BARCLAE.EBERTMD@GMAIL.COM

Ms. Cynthia Barclae, President
Ebert Metropolitan District
20162 E. 53rd Place
Denver, CO 80249

Re: Engagement Letter

Dear Cynthia:

We understand from prior communications that the Ebert Metropolitan District (the "**Client**") desires to appoint Cockrel Ela Glesne Greher & Ruhland, a professional corporation (the "**Firm**"), as the District's general counsel effective January 1, 2022 pursuant to Section 32-1-1001(1)(i), C.R.S., for certain matters as further described below. This Engagement Letter is intended to outline the terms governing our representation of the Client.

1. Scope of Services.

The Firm will advise the Client on all special district matters referred to the Firm by the Client. We will take our direction from the Board of Directors (the "**Board**") and the President and/or Secretary of the Board, or such other person as is designated by the Board to be its representative and spokesperson for purposes of communication with the Firm. Except as discussed below, we do not represent (i) any person or entity (except the Client itself); (ii) individual members of the Board; (iii) employees or agents of the Client; or (iv) any landowner, developer or other person within the Client's boundaries (collectively, the "**Other Persons**"), and all services are provided only for the benefit of the Client and not for the Other Persons. The Firm owes professional responsibilities only to the Client itself. In all matters involving the Client and Other Persons, such Other Persons should retain their own legal counsel. Further, although we take our direction from the Board, we ultimately represent only the interests of the Client as a governmental entity under Colorado law.



2. Potential Conflicts of Interest.

The Firm may represent other parties whose boundaries may overlap or be adjacent to those of the Client, or which may operate in the same region as the Client. As a general matter, we do not believe that such representations will materially limit or adversely affect our ability to represent the Client even though such representations may be characterized as adverse under the Colorado Rules of Professional Conduct. During our representation, we will not represent any other party in any matter in which the Client is adverse.

Although we do not believe a conflict of interest currently exists between the Client and any other entity that the Firm represents, your approval of this Engagement Letter represents your consent to, and waiver of, such potential conflicts of interest. If a dispute were to arise between the Client and any other entity represented by the Firm, the Firm would likely be unable to represent the Client or the other entity in such matter. In such circumstance, the Firm would assist the Client in obtaining alternative counsel free of such conflict.

3. Designation of Attorney and Assistants.

I, Evan D. Ela, a Partner in the Firm, am designated as the attorney primarily responsible for the legal services rendered to the Client. Other qualified attorneys and paralegals may perform services for the Client under my supervision in order to most effectively provide a particular service or to minimize costs.

4. Compensation.

The 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 clerks at the current rates in effect for the services rendered.

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 Firm'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 Firm supervises the work product of associates, paralegals and law clerks.

The Client shall pay for Services within thirty days of the date of the billing statement. The Firm will not be obligated to perform any Services if payment of fees is sixty days past due, and interest may be accrued on any past due balance at a rate not to exceed 12 percent. Further, in such instance, the Client will not object to the Firm's withdrawal as counsel of record in any matter before any court, and the Client will execute such documents as necessary to facilitate the Firm's withdrawal.

The Firm's 2022 billing rates are listed in the attachment hereto. Such rates are subject to adjustment, normally on an annual basis, but not by more than ten percent collectively at any time without written notice.

5. Expenses.

Expenses for which the 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, and then at IRS allowed mileage rates or at actual costs without mark-up, as appropriate.

(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 actual costs are incurred or unusual circumstances exist – such as lengthy time, multiple parties, video conferencing, 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 actual cost 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 expenses, 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 necessary expenses related to the scope of services. 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 be incurred under certain circumstances. To the extent that such services are required, the Firm will first obtain authorization from the Client before incurring such costs. As such expenses are incurred, they will be billed to the Client at cost without mark-up.

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

6. Communications between Firm and Client.

Written, electronic, and oral communication between the Firm and the Client on the Client's matters shall be made using all current forms of technology, including mail, express courier, courier, fax, email, land-based telephone, cellular telephone, video conferencing, 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, video conferencing, and cellular telephone cannot be guaranteed or warranted to any degree, and therefore a risk exists that such communications and attendant privileges such as the attorney-client privilege may be compromised or waived if a communication is inadvertently received or otherwise obtained by persons other than the Client. If the Client desires to avoid the risk of inadvertent disclosure or a security breach by any particular means of such communication, the Client must contact the responsible attorney at the Firm and instruct such person as to any unacceptable means of communication for Client matters.

7. Disclaimer of Warranties.

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

8. Power of Attorney to Execute Documents.

The Client grants to the Firm the power, but not the obligation, to execute documents connected with the representation of the Client, which have been generally approved by the Client, including pleadings, applications, protests, filings, certain commercial papers, settlement agreements and releases, verifications, dismissals, orders, and all other documents associated with the services provided hereunder.



9. Document Retention/Destruction.

The Client is advised that the files created and compiled by the Firm for work on Client matters, including notes, correspondence, pleadings, research and any other documents prepared by the Firm, 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 owed to the Firm and reasonably necessary to transfer such files. 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. **The Firm generally keeps Client records electronically. As a general matter, once documents are part of our electronic records, we will destroy all paper documents provided to us unless the Client provides express written instructions otherwise.** Notwithstanding the foregoing, 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 Firm certifies that the Firm will comply with the provisions of Section 8-17.5-101 et seq., C.R.S., and the Firm will not knowingly employ or contract with a worker without authorization to perform work for the Client. The Firm has verified that the 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 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 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 Firm. The agreement represented by this Engagement Letter may not be amended or modified except in writing and signed by both parties hereto.



12. Term.

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

**Cockrel Ela Glesne Greher & Ruhland,
a Professional Corporation**

Ebert Metropolitan District

By: Evan D. Ela

President, Cynthia Barclae
2/8/2022



BILLING RATES
EFFECTIVE 1/2022

Paralegal Assistant	\$135
Sarah Luetjen, Paralegal	\$205
Micki Mills, Paralegal	\$250
Ayshan E. Ibrahim, Associate	\$235
Joseph W. Norris, Associate	\$285
Matthew P. Ruhland, Partner	\$395
David A. Greher, Partner	\$425
Linda M. Glesne, Partner	\$400
Evan D. Ela, Partner	\$400
Paul R. Cockrel, Partner	\$475