

SHULTZ LAW OFFICE, LLC.
215 Main Street
Fowler, Colorado 81039
Telephone: (719) 383-0867

CONTRACT TO EMPLOY ATTORNEY AT AN HOURLY RATE

To be executed in Duplicate

This agreement is made between Shultz Law Office, LLC., 215 Main Street, Fowler, Colorado 81039 referred to in this agreement as “Attorney” and the County of Huerfano, Colorado 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.

II. SCOPE OF SERVICES

Attorney agrees to represent Client as general counsel for legal matters relating to the County of Huerfano, Colorado as requested by the Board of County Commissioners or the County Administrator.

III. ATTORNEY FEES

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

A. Nathan D. Shultz, legal services/representation at a rate of \$195.00/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 all matters while serving as general counsel. Time will be divided in 1/10th of an hour increments. Each month Attorney will prepare and deliver to Client a detailed billing invoice. Attorney will be able to update Client at any time as to the budgeted year’s expenditures with legal fees. Attorney will advise Client if an action is likely to exhaust the current year’s legal services budget prior to performing the work.

There will be no retainer deposit required, however in the event that a payment is made to Attorney for future or currently unearned fees, these funds will be deposited into a trust account. This trust account is regulated by COLTAF. All interest proceeds are taken by COLTAF.

Client has been advised that attorneys cannot give more than an estimate of what the total

attorney's fees and costs will be, and Client understands that no estimate will be given unless specifically asked for and that their use is discouraged and are not binding on Attorney.

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, messenger fees, delivery fees, postage, photocopying and other reproduction costs, FAX transmission costs, and any other reasonable office expenses or other costs incurred related to Client's representation.

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.

VII. CLIENT'S DUTIES

Client agrees to tell Attorney the truth, to cooperate with Attorney fully, to keep Attorney informed of any developments that are relevant to his representation, 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.

VIII. TERMINATION AND WITHDRAWAL

Either party may terminate this relationship at will. In the event of a request to terminate this relationship, any pending Court actions may require judicial consent.

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.

IX. 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: _____, 2024.

Nathan D. Shultz, Attorney

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: February 27, 2024.

Board Chair, County of Huerfano