

Stan Garnett  
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April 17, 2023

**VIA EMAIL**

Carl Young and Lisa Powell-DeJong  
Huerfano County  
401 Main Street, Suite 302  
Walsenburg, CO 81089  
[cyoung@huerfano.us](mailto:cyoung@huerfano.us) and [lisa@huerfano.us](mailto:lisa@huerfano.us)

**RE: RETENTION AGREEMENT**

Dear Carl and Lisa:

Thank you for selecting my firm to provide you with our legal services, including but not limited to the District Attorney dispute with Sheriff Bruce Newman, the Board of County Commissioners budget dispute, and other matters as requested. This letter is intended to set forth our relationship pursuant to the Colorado Rules of Professional Conduct. At any time during our engagement, please feel free to contact us with any questions or concerns that you may have concerning our services or fees. If the terms of this agreement are acceptable, please sign your name in the space provided below and return it to us.

1. IDENTIFICATION OF PARTIES. This agreement is made between Garnett Powell Maximon Barlow (“Attorney”), and Huerfano County (“Client”).

2. LEGAL SERVICES TO BE PROVIDED. Attorney will provide Client with legal services, including but not limited to the District Attorney dispute with Sheriff Bruce Newman, the Board of County Commissioners budget dispute, and other matters as requested.

The scope of this retention can be altered in the future based on the needs of the Client.

3. RESPONSIBILITIES OF ATTORNEY AND CLIENT. Attorney will perform the legal services called for under this agreement and respond promptly to Client’s inquiries and communications. Client will be truthful and cooperative with Attorney and keep Attorney reasonably informed of developments and of Client’s address, telephone number, and whereabouts.

4. RETAINER. None.

5. **ATTORNEYS' FEES.** Attorney will charge Client at a rate of: \$600 per hour for Stan Garnett; \$550 per hour for other partners; \$475 for Associates; and any paralegal work performed will be charged at a rate of \$250 per hour.

Attorneys' Fees are invoiced monthly. Client is to pay Attorneys' Fees within 30 days of receipt of invoice.

6. **COSTS.** Client is responsible for all costs and expenses. Client therefore agrees to pay for all costs incurred on matters as they may be assigned and accepted. Such costs may include, but are not limited to, court filing fees, travel, required photocopy fees, etc.

7. **DISCHARGE OF ATTORNEY.** Client may discharge Attorney at any time by written notice. Unless specifically agreed by Attorney and Client, Attorney will provide no further services on Client's behalf after receipt of the notice.

Your termination of our services will not affect your responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or in connection with an orderly transition of the matter.

8. **WITHDRAWAL OF ATTORNEY.** Attorney may withdraw at any time as permitted under the Colorado Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the Client's consent, and (b) the Client's conduct renders it unreasonably difficult for the attorney to carry out the scope of representation effectively.

9. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** At the termination of services under this agreement, any otherwise nonpublic information the Client has supplied to Attorney and which is retained by Attorney will be kept confidential in accordance with applicable rules of professional conduct. Unless the Client directs otherwise, any original papers or other property the Client has furnished to Attorney and that remain in Attorney's possession will be returned to Client. The Attorney's own files, including lawyer work product, pertaining to the matter will be retained by the firm. The Client may obtain a copy of any such materials that have not been previously furnished at no expense upon request. Documents and other materials retained by the firm will be stored by the firm for a reasonable time period. The period for which particular client files will be retained may vary depending on the nature of the engagement involved. Following the retention period, those files may be destroyed or otherwise disposed of to minimize unnecessary storage expenses.

10. **DISCLAIMER OF GUARANTEE.** Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guaranty. Client understands that any recovery or judgment in this matter is contingent upon a number of factors, including, but not limited to, applicable state law or statutes, discretion of the court, and others.

11. **ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.

12. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

13. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both parties.

14. **COUNTERPARTS.** This Agreement may be signed by the parties in counterpart originals with the same force and effect as if fully and simultaneously signed on a single original document.

The foregoing is agreed to by:

Date: \_\_\_\_\_ 2023

\_\_\_\_\_  
On Behalf of Huerfano County

Date: \_\_\_\_\_ 2023

\_\_\_\_\_  
Stan Garnett  
Garnett Powell Maximon Barlow