

----- Original Message -----

On Thursday, December 2, 2021 1:42 PM, Brad Miller <brad@millerfarmerlaw.com> wrote:

Good afternoon,

I hope/trust you are gaining all sorts of useful information at CASB. I am writing to remind you of details for tomorrow.

Doors open at 6pm, Look for the room reserved for Ready Colorado.

Hotel is at 1775 East Cheyenne Mountain Boulevard, Colorado Springs, CO 80906

Dinner will be a holiday buffet. A cash bar is available as well.

We really look forward to this informal time together. It should be a nice opportunity to meet other new directors with similar platforms and goals. We will make some introductions to supporters and organizations that may be useful resources as you move ahead. But mostly we will celebrate your success and thank you for your commitment to parents and students.

Please also note that I will be at the Broadmoor most of the day tomorrow and you can feel free to contact me by phone/text if you have any interest in connecting there. I will plan to arrive by around 9 and stay until we head over for the dinner.

Thanks again.

Brad Miller
brad@millerfarmerlaw.com
719-338-4189

From: Bryce Carlson <bryce@millerfarmerlaw.com>
Sent: Tuesday, December 7, 2021 7:12 PM
To: andrea.haitz@d51schools.org
Subject: Mesa 51 Engagement Letter
Attachments: Mesa 51 Cover Letter.pdf; Mesa 51 Engagement Letter.pdf

Dear Ms. Haitz,

It was a pleasure meeting you last week at CASB. Per your request, I am attaching an engagement letter from our firm along with a cover letter for the Board's consideration. Should you have any questions, please let me know. I plan to attend the Board meeting on the 14th and am happy to answer any questions from the Board at that time. I look forward to working with you and the District in the days ahead. Have a great evening.



Bryce Carlson

Attorney

Mobile 970-744-0247

Email bryce@millerfarmerlaw.com

Website <http://www.millerfarmerlaw.com>





**Miller
Farmer
Law**

Bryce Carlson
Miller Farmer Law, LLC
bryce@millerfarmerlaw.com
(970) 744-0247

December 7, 2021

Andrea Haitz
Board President
Mesa County Valley School District 51
2115 Grand Ave
Grand Junction, CO 81501

RE: Legal Representation Cover Letter

Dear President Haitz,

Thank you for the opportunity to present this proposal. It was a pleasure speaking with you at the Colorado Association of School Boards Conference.

As you are aware, our firm has a long history representing school districts. We opened our firm in 2005 and today, Miller Farmer Law, LLC is comprised of four attorneys representing more than 5 dozen educational entities: school districts, charter schools, and BOCES.

Some representative clients include District 49, The Classical Academy, Mancos, Las Animas, Creede, and Woodland Park. Please do feel free to request references from these or any of our other clients.

We offer comprehensive legal services for school districts and have extensive expertise in human resources/employment, student discipline, special education, regulatory compliance, school finance, governance, policy development, truancy, and legislative affairs as well as other common legal matters. We typically offer services on an hourly basis. You will find our fee structure to be very competitive:

Partner rate: \$225 per hour
Senior Associate: \$200 per hour
Associate: \$180 per hour

We do not require any retainer; however, in the event that a client wishes to normalize a fee structure, we are willing to offer a set-fee proposal that would include items such as routine calls, attendance at board meetings, and general legal services at a regular monthly rate with a small discount.

We have deep connections at the Colorado Department of Education, State Board of Education, and the Colorado State Legislature. These connections have proven invaluable as we have served our clients in increasingly innovative ways. For example, we have assisted rural districts in obtaining waivers of statute, such as when we helped Burlington receive a waiver of Colorado teacher licensure requirements because they needed to employ Nebraska-licensed teachers from just over the border. In all legal matters, we have demonstrated creativity and client focus to create new partnerships, economies of scale, and superior outcomes for those we serve.

We have a strong interest in supporting your district. We are responsive, highly mobile, and staffed in a manner that we think is well-suited to Mesa 51's needs and priorities. We offer close engagement with our clients and are prepared to be physically present and available to effectively serve the district.

Thank you again. Please let me know what additional questions you may have.

Sincerely,

A handwritten signature in black ink that reads "Bryce Carlson". The signature is written in a cursive style with a long horizontal line extending to the right.

Bryce Carlson



Miller
Farmer
Law

December 7, 2021

To: Mesa County Valley School District 51
c/o Andrea Haitz

Re: Engagement Letter

Dear President Haitz:

We are pleased that Mesa County Valley School District 51 (“Client” or “District”) has asked Miller Farmer Law, LLC (the “Firm” or “We”) to represent you. This Engagement Letter explains the Scope of the Representation and other matters.

1. **Scope of Representation.** This is to confirm the engagement of the Firm to serve as general legal counsel to the District, including matters related to human resources/employment, student discipline, special education, regulatory compliance, school finance, governance, policy development, truancy, and all other legal matters that may come before the District.

The matters set forth above as the “Scope of Representation” will be charged to Client at the rate described in Exhibit A. A bill for services, with detailed time reports (billed in six minute increments), will be provided by the Firm to Client at the beginning of each month for hours worked during the prior month. Exhibit A may be modified from time to time by the Firm by providing notice of a new Exhibit A to Client. Unless Client objects to the modification, the new Exhibit A will be in effect beginning the month following notification of any modification.

Bryce Carlson will be primarily responsible for this engagement but may be assisted by other attorneys and experts employed by the Firm or contracted as necessary. The Firm will keep Client informed of the progress on the matters in which We are engaged through the proper channels of communication to Client. The Firm will make all reasonable efforts to respond promptly to Client’s inquiries and communications. Client, in turn, agrees to provide the Firm with complete and accurate information, as needed, to allow the Firm the ability to adequately represent Client in a given matter.

2. **Term of Engagement.** Either of us may terminate this engagement at any time for any reason, including, but not limited to, non-payment from Client. In addition, Client promises to agree to the withdrawal of the Firm as Client’s counsel fifteen (15) days after either party mails such written notice. Notice shall be made by certified mail, return receipt requested, and will be considered complete upon delivery or first attempted delivery. Approval of this Engagement Letter constitutes any approval required by applicable Rules of Civil Procedure.

Upon written receipt of notice of termination, Client must immediately make a good faith effort and take all steps necessary to obtain new counsel. This provision is subject on our part to the applicable rules of professional conduct. In the event we terminate the engagement, we will take such steps as are reasonably practicable to protect Client’s interest in the above matter. In the event applicable laws or

the rules governing our practice prohibits us from withdrawing as set forth above, Client agrees to obtain new counsel and agree to our withdrawal at the earliest possible time allowable by law.

3. Post-Engagement Matters. After completion of this relationship, changes may occur in the applicable laws or regulations that could have an impact upon Client's future rights and liabilities. Once our attorney-client relationship ends, the Firm has no obligation to advise Client with respect to future legal developments.
4. Retainer. We are not requesting an initial retainer at this time.
5. Fees. All time is billed in six-minute increments.
6. Conflicts of Interest. We have run a conflict check, and we are not aware of any conflicts that would preclude our firm from undertaking the above-described representation. Should you become aware of a potential conflict at any later time, we welcome the opportunity to resolve any concerns in accordance with the Rules of Professional Conduct.
7. Client Document. The Firm and Client agree that all client-supplied materials and lawyer end product are the property of Client. Lawyer end product includes for example, client work product, finalized contracts and memos to Client. The Firm and Client agree that lawyer work product is property of the Firm. Lawyer work product includes internal memoranda, personal work product, and third-party documents used for producing documents for Client.
8. Integrity of Work Product. In the course of representation, We may prepare or revise documents transmitted electronically to you or other parties. The Firm will not be responsible and shall have no liability for any consequences whatsoever arising out of or resulting from a document that is modified by you or a third-party after it has left our control.
9. Fee Disputes. Client agrees that any claim by Client regarding fees billed by the Firm that Client consider to be unnecessary or unreasonable shall be asserted and delivered to the Firm in writing not later than one hundred twenty (120) days after Client's receipt of the Firm's bill for services on which the fees or costs first appear.
10. Limitation on Time to Assert Claims. Client further agrees that any claim associated with the provision of legal services by the Firm including, but not limited to, claims for breach of contract, legal malpractice, or breach of fiduciary duty shall be brought within one (1) year following the last date on which the Firm performed services for Client in relation to the particular matter and that any claims not asserted shall be forever barred. The Firm agrees that, if necessary, the Firm shall bring a claim for collection of unpaid fees and costs within one (1) year of the last date on which the Firm performed services for Client, and that any claim not so asserted shall be forever barred. This provision does not limit either party's right to assert any claims or defenses. However, it does limit the amount of time each party has to assert a claim. This provision does not prevent Client from filing a grievance with the Disciplinary Board. This provision may only be modified in a signed writing by Client and by the Firm.
11. Results. Client representative's signature will signify Client's agreement to disclose fully and accurately all material facts and keep us apprised of all material developments related to the matters as described above.

In addition, it is understood that the Firm makes no promises or guarantees to Client concerning the outcome of legal services, except that we will represent Client's interests to the best of our abilities and in a manner consistent with the Colorado Rules of Professional Conduct.

12. Use of Client Name and Logo. Unless Client expressly requests otherwise, the Firm may reference that Client is a client of the Firm, and may use Client's name and logo, on its website and in its marketing materials.
13. Complete Agreement. This is a binding contract between the parties who have relied upon their own independent judgment. No other representations have been or are relied upon by either party. All prior oral representations are merged into this final agreement. The Client representative's signature below indicates that Client has fully read and understands the terms and conditions outlined in this Engagement Letter and that this Engagement Letter is acceptable to Client. If Client wishes to engage the Firm, please countersign where indicated below, retain a copy for Client's records and forward a copy to the Firm. Please call the Firm if Client has questions regarding this Engagement Letter during the course of our representation.

Sincerely,



Brad Miller, Esq.

Accepted and Agreed to by:

Printed Name of Representative for Client

Signature of Representative for Client

Date: _____

EXHIBIT A
Miller Farmer Law, LLC

<u>Service.</u>	<u>Current Rates.</u>
Partner Attorney Services (Brad Miller and Tim Farmer):	\$225.00/hour
Senior Associate Attorney Services: (Bryce Carlson)	\$200.00/hour
Associate Attorney Services:	\$180.00/hour
Workplace Investigation Services:	\$200.00/hour
Paralegal/Legal Assistant Services:	\$105.00/hour
Services as Borrower's Counsel in Facility Financing or Re-financing:	\$15,000 flat fee

Schedule of Standard Charges Billed as Disbursements or Costs and Certain Policies.

1. Professional time: All communications including but not limited to, phone and email are billed at the applicable professional's rate. All research and time spent on matters requested by Client are billed at the applicable professional's rate.
2. Travel time: Billed one-way at the applicable professional's rate.
3. Mileage: \$0.545 per mile or the current IRS standard mileage rate.
4. Travel expenses: All travel expenses, including but not limited to, parking, taxis, rental cars, air travel, meals, and hotels, will be billed at cost or paid directly by Client.
5. Photocopying: Only billed if greater than 100 pages in a month, at \$.25 per page.
6. Facsimile: Only billed if greater than 100 pages in a month, at \$.25 per page.
7. Delivery Service: Reasonable cost charged by third-party or runner employed by the Firm.
8. Computerized Research: Billed at the going third party rate.

The above list represents examples of costs and expenses, but is not an exhaustive list. The billing rates set forth above are subject to change from time to time at the Firm's sole discretion. If, due to complexity or time restraints, it is necessary to utilize contract attorneys, paralegals, document or computer service personnel, the work will be charged at the rate the Firm charges for equivalent in-house personnel for services provided. The Firm may charge for paralegal or non-attorney staff overtime requested by the client or which is required as a result of emergencies, short deadlines in complex matters, or other exigent circumstances, of which preclude scheduling and performing the work on a non-overtime basis.

Third party Provider Charges.

Any third-party invoice may be sent to Client for prompt, direct payment.

Payment.

Our statements for services and expenses will normally be rendered on a monthly basis and are due and payable upon receipt by Client. We expect all statements to be paid in full within fifteen (15) days after

receipt. If Client anticipates a problem at any time, we ask that Client contact the Firm prior to the date-payment is due to arrange an alternative payment schedule. If a statement is not paid in full within thirty (30) days after receipt and We have not agreed in writing upon an alternative payment schedule, and subject to applicable rules and laws, We reserve the right to suspend work on Client's behalf until such time as past due invoices are fully paid. We will be entitled to charge interest thereon beginning thirty (30) days after receipt at a rate equal to the lesser of one and one-half percent per month or the maximum rate permitted by applicable law. In addition, we reserve the right to call for payment of a retainer deposit at any time. If additional services are requested after a bill is received, we consider the previous bill as having been accepted. In order to pay fees and to reimburse the Firm for costs and expenses incurred in performing services on Client's behalf, the Firm shall have a right to assert a lien against Client.

From: Haitz, Andrea <andrea.haitz@d51schools.org>
Sent: Wednesday, December 8, 2021 2:21 PM
To: bryce@millerfarmerlaw.com
Subject: Fwd: Mesa 51 Engagement Letter

Bryce see below with questions/ comments.

----- Forwarded message -----

From: **Sirko, Diana** <diana.sirko@d51schools.org>
Date: Wed, Dec 8, 2021 at 1:50 PM
Subject: Re: Mesa 51 Engagement Letter
To: Brian Hill <Brian.Hill@d51schools.org>
CC: Andrea Haitz <Andrea.Haitz@d51schools.org>

Andrea,

Brian is correct, in that if we choose to change our outside counsel, we would need to following our purchasing protocols but that could be part of your conversation at the Board meeting so people know it is not an instant process.

Let me know if you have any questions.

Thanks,
Diana

Diana Sirko, Ph.D.
Superintendent of Schools
Mesa County Valley School District 51
970-254-5193

On Wed, Dec 8, 2021 at 1:02 PM Hill, Brian <brian.hill@d51schools.org> wrote:
Hello there,

Is this a discussion to replace our in-house counsel, or to replace our outside counsel whom we contract with on certain issues? Either way, would this need to go through an RFP process, Dr. Sirko? Thanks.

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brian.hill@d51schools.org

@BrianPaulHill

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On Wed, Dec 8, 2021 at 11:54 AM Sirko, Diana <diana.sirko@d51schools.org> wrote:

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Thank you

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From: Bryce Carlson <bryce@millerfarmerlaw.com>
Sent: Wednesday, December 8, 2021 6:41 PM
To: Andrea.Haitz@d51schools.org
Cc: brian.hill@d51schools.org; diana.sirko@d51schools.org
Subject: Re: Fwd: Mesa 51 Engagement Letter
Attachments: Mesa DJE.pdf

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Bryce Carlson

Attorney

Mobile 970-744-0247

Email bryce@millerfarmerlaw.com

Website <http://www.millerfarmerlaw.com>



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Mesa County Valley School District 51
DJE
BIDDING REQUIREMENTS AND PROCEDURES

Adopted: Date of Manual Adoption
Revised: May 21, 1991
Policy Manual Review: September 3, 2002
Readopted: September 18, 2012
Adopted: April 20, 2021

All contractual services and purchases of supplies, materials and equipment under a single contract, purchase order or invoice in the amount of \$25,000 or more require formal competition, unless the Board of Education expressly waives application of this policy. The term "formal competition" shall mean quotations, an invitation for bids, or a request for proposals. ~~The formal competition requirement shall not apply, however, to professional services or instructional materials.~~ Other purchases may be made in the open market, but shall, when possible, be based on competitive quotations or prices.

The Board reserves the right to reject any or all bids and to accept that bid which appears to be in the best interest of the District.

Competitive Selection

All contracts and all open market orders required to be competitive shall be awarded to the most responsive, responsible qualified supplier, taking into consideration the quality of materials labor and services desired, price and contribution to program goals.

When bidding procedures are used, bids shall be advertised appropriately. Suppliers shall be invited to have their names placed on vendor lists to receive invitations to bid. When invitations are prepared, all merchants and firms who have indicated an interest in bidding shall receive the invitation.

Response Receipt and Opening

All quotations, bids and proposals shall be submitted as instructed by the invitation. Bids may be opened in public by appropriate District officials or employees at the time specified.

Awarding a Bid

The vendor/contractor to whom an award is made will be required to submit to the District proof of liability insurance and when appropriate, proof of workers' compensation insurance. The vendor/contractor may be required to enter into a written contract with the District and/or supply performance and payment bonds. The Board hereby delegates to the superintendent authority to determine the necessity, form and amount of bonds. Any written contract must include a provision requiring a criminal background check for any person providing direct services to students under the contract, including but not limited to transportation, instruction, or food services as required by law. The contracting entity is responsible for any costs associated with the background check.

Legal Reference:

- C.R.S. 22-32-109 (1)(b) (board required to adopt bidding procedures)
- C.R.S. 22-32-109.7 (board duties regarding the employment of personnel)
- C.R.S. 22-32-122 (4) (background check provision required in service contracts)
- C.R.S. 24-18-201 (public official's interest in contract)

Cross Reference:

- BCA/BCB, Board Member Conduct/Conflict of Interest
- DJB, Purchasing Procedures

From: Haitz, Andrea <andrea.haitz@d51schools.org>
Sent: Thursday, December 9, 2021 10:06 AM
To: Bryce Carlson
Cc: Brian.Hill@d51schools.org; Diana.Sirko@d51schools.org
Subject: Re: Fwd: Mesa 51 Engagement Letter

Bryce thank you for your email. And for the clarification this is very helpful.

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Thank you - Andrea

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