NATHAN DUMM & MAYER P.C.
ATTORNEYS AT LAW

EST 1973

PROVIDING OVER 40 YEARS OF LEGAL SERVICES

J. ANDREW NATHAN
MARK H. DUMM
ANNE SMITH MYERS
ELLIS J. MAYER
MARK E. MACY
MICHAEL R. LANCTO
BERNARD WOESSNER
BENJAMIN E. TRACY
MARNI NATHAN KLOSTER
JUSTIN M. CURRY
TIMOTHY R. FIENE
ASHLEY M. BARR
NICHOLAS C. POPPE
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PHONE: (303) 691-3737
FAX: (303) 757-5106

PETER WATSON
1923 – 2004

ANDREW J. FISHER
1966-2009

HOWARD W. BREMER
Retired

November 3, 2015

Wade H. Gateley
Wade.Gateley@elbertcounty-co.gov

Re: ***Richard Brown v. Board of County Commissioners of the County of Elbert and Robert Rowland, individually and in his capacity as chair of the Board of County Commissioners of the County of Elbert***
Case No. 15CV6

Dear Wade:

This letter will confirm the retention of Nathan Dumm & Mayer P.C. ("firm") on behalf of the Elbert County Board of County Commissioners and Robert Rowland. The basis of our retention will be to advise about and/or defend the litigation brought by Richard Brown in the above referenced matter. This correspondence is intended to formalize that relationship and shall form our Retention Agreement.

Our charges will be based on hourly time rates and disbursements. We reserve the right to assign more than one lawyer to any matter. We will use paralegals and law clerks to otherwise lower the County's potential bill. Our billing rates will be as follows:

Senior Shareholder - $250.00
Partners/Shareholders - $180.00
Associates - $160.00
Paralegals - $95.00
Law Clerks - $95.00
Clerical - $40.00

This firm customarily charges for non-court costs and expenses, including those associated with large photocopying, large postage, mileage and electronic research, as well as travel and other out-of-pocket expenses. We will use our discretion in determining which costs are reasonably necessary to provide services to the County. These types of costs may also include duplication of documents, filing fees, service of process, depositions and the like. Unusual expenses, such as those greater than $1,500.00, will only be incurred after prior approval by you or the County.

We will provide you periodic statements. Typically, we bill monthly or quarterly, but, depending on the nature and magnitude of the services, we may bill more or less frequently.

If the County or Mr. Rowland do not comply with the terms of this agreement, it is agreed that we shall have the right to withdraw. In that case, neither will object to our withdrawal and you will execute such documents as may be necessary to facilitate that.

At the conclusion of our engagement, this firm will retain the file for 60 days at which time you may retrieve the file or the file may be disposed of at the discretion of the firm.

Pursuant to § 8-17.5-101, C.R.S., et seq., the firm represents and agrees that:

As of the date of this Agreement:

- The firm does not knowingly employ or contract with an illegal alien; and
- The firm has participated or attempted to participate in the basic pilot employment verification program [now known as E-Verify] created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") in order to verify that the firm does not employ any illegal aliens.

The firm shall not knowingly employ or contract with an illegal alien to perform works under this Agreement or enter into a contract with a subcontractor that fails to certify to the firm that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

If the firm has not been accepted into the Basic Pilot Program prior to entering into this Agreement, the firm shall apply to participate in the Basic Pilot Program and shall verify in writing such application within seven (7) days of the date of this Agreement. The firm shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until the firm is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.

The firm is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

If the firm obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the firm shall:

- Notify such subcontractor and the County within three days that the firm has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

- Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that the firm shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The firm shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If the firm violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the County may terminate this Agreement. If this Agreement is so terminated, the firm shall be liable for actual and consequential damages to the District arising out of the firm's violation of Subsection 8-17.5-102, C.R.S.

The County will notify the Office of the Secretary of State if the firm violates this provision of this Agreement and the County terminates the Agreement for such breach.

If you are in agreement with the terms set forth above, please have an authorized representative execute this agreement and return it to us. Signatures in counterparts may suffice to create one integrated agreement. We very much look forward to working with you on this matter.

Sincerely,

/s/ J. Andrew Nathan

J. Andrew Nathan
Ashley M. Barr

AGREED:

By: _____
Authorized on behalf of the Elbert County
Board of County Commissioners

Title: County Manager

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ATTORNEYS AT LAW

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HOWARD W. BREMER
Retired

November 3, 2015

Wade H. Gateley
Wade.Gateley@elbertcounty-co.gov

Re: *Jill Duvall v. Robert Rowland and the Board of County Commissioners of the County of Elbert*
Case No. 14CV30078

Dear Wade:

This letter will confirm the retention of Nathan Dumm & Mayer P.C. ("firm") on behalf of the Elbert County Board of County Commissioners and Robert Rowland. The basis of our retention will be to advise about and/or defend in litigation brought by Jill Duvall in the above referenced matter. This correspondence is intended to formalize that relationship and shall form our Retention Agreement.

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/s/ J. Andrew Nathan

J. Andrew Nathan
Ashley M. Barr

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By: _____
Authorized on behalf of the Elbert County
Board of County Commissioners

Title: County Manager