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August 27, 2021

Mesa County Board of Commissioners
544 Rood Avenue
Grand Junction, CO 81501

Re: Agreement for DEO Services

Dear Commissioners:

Thank you for allowing me to represent you in this matter. This letter confirms and further defines the terms of our representation previously agreed to.

Clients. Our client for this matter is The Board of County Commissioners of Mesa County, Colorado (the “County”).

Scope of Representation. I have agreed to serve as the Designated Election Official (“DEO”) for the November 2021 coordinated election for the County.

Authority. With respect to service as DEO, the parties acknowledge that I am in full control and vested with all decision-making authority concerning the November 2021 election and its conduct and the Mesa County Elections Office, to include overseeing Elections Office personnel, subject to the requirements of Colorado law and the appointing resolution.

Confidentiality. As an attorney, I take my obligation to maintain confidentiality with respect to legal matters very seriously and acknowledge that the legal services I am typically engaged to perform are highly confidential. In connection with the performance of our services, we may need to disclose your confidential information to other attorneys, paralegals, legal secretaries, or other staff members in our office and very limited information (such as calendar appointments) to those in other offices at which I am employed. Each person who may receive your confidential information has acknowledged that client information is highly confidential, and agreed not to use or disclose such information in any manner, other than during the normal course of performing his or her duties in our law office. Further, we agree not to disclose your confidential information to any third party without first obtaining your prior written consent, whether before or after the period of this engagement. Finally, we agree not to use your confidential information for any purpose, other than to provide legal services to you during the term of this engagement.

Exception to Confidentiality: With respect to service as a DEO, such work (other than attorney-client or other privileged communications) is a complete exception to the above. Unless otherwise agreed, such service necessarily requires communication with third parties, including but not limited to, the residents of Mesa County, members of the media, and election officials and you consent to such. The County therefore acknowledges that there is no expectation of confidentiality with respect to service as the DEO.

Public Positions and Other Employment. I am engaged in other matters in addition to the practice of law. This includes some matters that may receive publicity, including service as an elected official. This may have some effects, including publicity by the media or organizations of my work for you that is available in the public record.

As specifically disclosed from the outset, I work on a part-time basis as a Senior Advisor for Runbeck Election Services, an election vendor from whom Mesa County obtains certain election equipment and services. No additional or future services will be procured from Runbeck during my tenure as DEO without my first advising you or your designee and recusing myself from negotiations.

Communication. Because of the various other matters that I am involved in, there will be times when I cannot immediately respond to your communication. There also are times when I am not able to review e-mail for a period of time. Should you need to reach me or want me to be aware of an e-mail or other communication within a given time frame, please text me. If there is a deadline you desire, please let me know in the text.

Fees, Costs, and Expenses. My standard legal rate is \$400 per hour. Recognizing that much of the anticipated work will be for non-legal matters, the parties have agreed that my work as an election official, including as a designated election official, will be discounted to 45% of this rate, which is \$180 per hour.

In addition to the hourly rate, expenses that may be incurred, such as travel expenses, are also billed. In order to provide you with the most cost-efficient representation, I may utilize non-lawyers employed by the firm from time to time, such as legal assistants, to provide services, under my direct supervision. You will be billed for their services at a discounted rate of \$50 per hour.

I generally do not charge for minimal postage or copying fees. However, in the event that we incur postage or copying expenses in excess of \$5.00 on your behalf, you agree to reimburse us for such costs and expenses. These costs will be billed at our actual cost for postage, and a standard rate of \$0.10 per copy made in my office. There may be occasions we have to seek assistance from a third party for large or specialty jobs, and you will be charged the actual cost for those services.

The parties acknowledge that most costs related to the election will be directly paid by the County.

Liability and Indemnification. Subject to the provisions of the Colorado Governmental Immunity Act, and without waiving the provisions for the same, the County agrees to the extent allowed by law, to protect, hold harmless, and indemnify Mr. Williams, his employees, and his contractors for any legal action, mediation, arbitration, lawsuit, or threat of a lawsuit which results from this engagement, including conducting the 2021 coordinated election for Mesa

County, and for which the actions leading to any claimed liability are not the result of intentional malfeasance on the part of Mr. Williams.

Payments. We will bill you periodically depending upon the amount of work that was done on this matter during that period of time and as time is available to complete billing. In most cases, we will send invoices no more than on a monthly basis. However, if your project requires a rapid or significant investment of work in a narrow time frame, such that your fee advance is depleted and a significant amount of work remains before the next monthly billing cycle, we reserve the right to invoice you more frequently, in order to maintain an adequate fee advance in our trust account for the work remaining on you project.

Payments are due on receipt of the invoice. I reserve the right to withdraw from this representation should your bills not be paid in a timely manner.

Estimates. As we have discussed, the fees and costs relating to this matter are not predictable. Any estimate of fees and costs that we may have discussed is only an estimate, and is not an agreement to a fixed or maximum fee. Accordingly, we have made no commitment concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that payment of our fees, costs, and expenses is in no way contingent upon the ultimate outcome of the matter.

Documents and Case File. Throughout the course of this matter, we may send you copies of documents, correspondence, and other information relating to your matter. These copies are for your file. Please retain them in a safe place. We will also keep certain documents, correspondence, and other information relating to your matter, much of which may only be stored electronically, in a file in my office, which will be my file. At the conclusion of this matter, if requested we will return all original documents to you upon my receipt of payment of all outstanding fees and costs. You should retain your copy of the file indefinitely. We will store our file for a reasonable period of time, but we reserve the right to destroy or otherwise dispose of all documents or other materials in my file after 25 months following the election.

Termination of Representation. You may terminate DEO services and representation at any time by sending us written notice. We reserve the right to terminate our services as DEO by sending you written notice. However, no termination by you or by our firm shall relieve you of your obligation to pay for my services and expenses already incurred, including work in progress. Unless otherwise terminated, our representation of you with respect to this matter will end once we send you our final invoice for services rendered and expenses incurred in this matter.

Please review this letter carefully. If it meets with your approval, please sign the letter in the space provided and return it to our office along with your fee advance so that we may continue working on your matter. The original is for your file.

Again, I appreciate the opportunity to represent you on this matter. If you have any questions, please contact me at your convenience.

Very truly yours,

Law Offices of Wayne Williams

Wayne Williams

Wayne Williams

AGREED TO AND ACCEPTED:

By: _____
Janet Rowland, Chair
Mesa County Board of Commissioners

Date: _____, 2021

ATTEST:

Mesa County Clerk and Recorder
Clerk to the Board