

RESOLUTION 2025-01

**BOARD OF DIRECTORS
CONFLUENCE EARLY CHILDHOOD DEVELOPMENT SERVICE DISTRICT**

A RESOLUTION TO APPOINT KARP NEU HANLON, P.C., AS THE LEGAL COUNSEL FOR THE CONFLUENCE EARLY CHILDHOOD DEVELOPMENT SERVICE DISTRICT

WHEREAS, pursuant to 32-1-1001, Colorado Revised Statutes ("C.R.S.") the Confluence Early Childhood Development Service District (the "District") has the power to appoint, hire, and retain attorneys; and

WHEREAS, the Board of Directors of the District (the "Board") finds it necessary to appoint, hire and retain legal counsel to best serve the constituents of the District; and

WHEREAS, the Board desires to appoint the law firm Karp Neu Hanlon, P.C., as its legal counsel.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Confluence Early Childhood Development Service District that:

Section 1. Appointment. The law firm Karp Neu Hanlon, P.C., shall be appointed to represent the District as its general legal counsel pursuant to the engagement letter attached as **Exhibit A**.

THIS RESOLUTION was read, passed, and adopted by the Board of Directors of the Confluence Early Childhood Development Service District at the Regular Meeting held this 12th day of December 2025.

CONFLUENCE EARLY CHILDHOOD
DEVELOPMENT DISTRICT

By Carolynne Kraemer, Chairperson

ATTEST:

Amy Shapley, Secretary

Amy Shapley

December 12, 2025

Confluence Early Childhood Development Service District
Board of Directors

Richard J. Peterson-Cremer
Partner

Email: rjp@mountainlawfirm.com
Office: (970) 945-2261
Fax: (970) 945-7336

Re: Engagement Agreement

Dear Board of Directors:

Thank you for expressing an interest in retaining Karp Neu Hanlon, P.C. (“KNH”) to represent the Confluence Early Childhood Development Service District (the “District”). This engagement agreement sets out the scope and terms of our representation of the District. We ask that you review this engagement and, if acceptable, countersign in the space provided below and return to us.

Services to be Provided. You have asked, and we agree, to represent the District, in connection with general legal services. We look forward to working with you on this matter. If you request additional services and we agree to provide such services, the terms and conditions of this engagement agreement will apply to those services as well. Under this engagement, we will render legal services only to the District and to no other person or entity, except where specifically stated otherwise. As long as you keep our advice confidential, the attorney-client privilege and confidential relationship between us will not be inadvertently waived. The undersigned attorney will be primarily responsible for handling your matter. Other attorneys and firm personnel may work on the matter from time to time.

Fees and Retainer. Our rates and fees are based on factors set forth in Rule 1.5 of the Colorado Rules of Professional Conduct adopted by the Colorado Supreme Court, a copy of which is enclosed. Unless otherwise agreed, you will be billed for professionals’ time at increments of 1/10th hour. A copy of the firm’s current Hourly Rate and Expense Chart is enclosed. These rates are changed occasionally to reflect changes in experience of our personnel and inflation. While we may, from time to time, furnish you with estimates of the amount of fees which we anticipate will be charged for services to be performed under this agreement, such estimates are by their nature inexact and cannot be binding on either of us.

Expenses. You agree to reimburse us for all out-of-pocket costs and expenses incurred in connection with the legal services that we perform for you. Without limitation, these costs and expenses may include filing and recording fees, expert costs, fees charged by co-counsel engaged by KNH, photocopy and document handling fees, court and deposition reporter fees, travel expenses, research, document retrieval, and other similar charges. Standard costs are identified on the enclosed Hourly Rate and Expense Chart. We may from time-to-time advance certain costs on your behalf, but we may also require that you pay certain costs, especially relatively large costs, in advance, directly to us or to the vendor, as needed.

Billing and Payment. We agree to keep records of all time spent and expenses incurred and, unless otherwise advised, you will be invoiced on a timely basis. Payment is due upon receipt of our invoice. Unless you direct us otherwise, invoices will be sent to you by email. Payments not received thirty (30) days after invoicing will accrue interest at the rate of 1.5% per month (18% A.P.R.). In the event, you do not pay an invoice within sixty (60) days and no information is brought to our attention regarding a dispute as to the work done or the amount owed, it will be assumed there is no dispute, and we may elect to take legal action including a collection lawsuit to recover our unpaid legal fees, costs, and accrued interest.

Work Product. The parties agree that the work product that our firm develops will remain our property. You may have reasonable access to our work product, but it is specifically understood that your file and our work product will not be returned to you or transferred to a third party unless you request return or transfer in writing

and only when you pay all fees, costs, and expenses due at the time. The firm will retain our work product for a reasonable period of time after the completion of representation.

Termination of Services. Either party has the right at any time to terminate this agreement upon written notice. For litigation matters, we will seek an order from the court allowing withdrawal or, if no action is pending, will withdraw. Such termination will not, however, relieve you of the obligation to pay the fees due for services rendered and costs and expenses incurred prior to such termination notice or in connection with withdrawing from representation and the transfer of your files.

Resolution of Disputes. Any dispute under this engagement agreement, or in any way involving our representation of you that cannot be resolved in a reasonable time by discussions between us, shall be resolved by filing an action in Garfield County District Court, with a waiver of trial by jury. The firm will be entitled to recover attorney fees and costs if it prevails in such dispute in addition to all other remedies. You agree to pay any costs or expenses incurred by our firm in connection with the collection of amounts due and owing by you to our firm.

Disclosures. While it is customary for a business owner to employ the same law firm to represent them in an individual capacity and represent their company that they are the sole owner of, ethical rules governing lawyers address our ability to represent more than one client at the same time, each of which may have potentially conflicting interests. Although it may seem overly formal, it is necessary for KNH to treat you and your company as separate "clients" when analyzing potential conflicts of interest and determining our ability to represent both. More importantly, I want to make sure that our relationship stays on a positive note and that you are fully informed of what we may or may not do. Under our current engagement, we are only representing the District, and you have not asked us to represent any of you in your individual capacity. There is no rule preventing our representation of more than one client on the same side in a litigation or transaction; however, should you ask us to represent you individually, before we can take that engagement, we will need to discuss and disclose if there is any possibility of you and your company being directly adverse or if there is a significant risk that our initial representation of your company will materially limit our representation of you (individually). After this discussion and disclosure, we will need your informed consent, confirmed in writing, to establish the additional representation. However, if the conflict is non-consentable (e.g.: if you are opposing parties in the same proceeding), then we must decline representing you in your individual capacity.

The foregoing covers the essential elements of our engagement. We would be happy to discuss these or any other aspects of our representation. If you have questions about a particular bill or any other aspect of our services for you in the future, please bring these to our attention as we believe communication resolves most misunderstandings. We look forward to a successful relationship with you.

Very truly yours,

KARP NEU HANLON, P.C.



Richard J. Peterson-Cremer, Esq.

Enclosures: Rule 1.5, C.R.P.C.
 Hourly Rate and Expense Chart

Please designate one point of contact and their contact information, to ensure clear communication and help avoid conflicts.

Name: Carolynne Kraemer
Title: Chair
Phone: 970-618-0622
Email: _____
Mailing: 201 14th St Ste 200, Glenwood Springs

We have read the foregoing letter, and we consent to KNH representing the company on the terms and conditions described. We understand the discussion of conflicts and agree that between us, with respect to information either of us provides to KNH attorneys, there is no confidential communications.

Confluence Early Childhood Special District

By: C Kraemer, Dated 12/12/25

C.R.P.C. RULE 1.5 FEES

A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following:

- (1) The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) The fee customarily charged in the locality for similar legal services;
- (4) The amount involved and the results obtained;
- (5) The time limitations imposed by the client or by the circumstances;
- (6) The nature and length of the professional relationship with the client;
- (7) The experience, reputation, and ability of the lawyer or lawyers performing the services; and
- (8) Whether the fee is fixed or contingent.

When the lawyer has not regularly represented the client, the basis or rate of the fee and expenses shall be communicated to the client, in writing, before or within a reasonable time after commencing the representation. Except as provided in a written fee agreement, any material changes to the basis or rate of the fee or expenses are subject to the provisions of Rule 1.8(a).

A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is otherwise prohibited. A contingent fee agreement shall meet all of the requirements of Chapter 23.3 of the Colorado Rules of Civil Procedure, "Rules Governing Contingent Fees."

Other than in connection with the sale of a law practice pursuant to Rule 1.17, a division of a fee between lawyers who are not in the same firm may be made only if:

- (9) The division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;
- (10) The client agrees to the arrangement, including the basis upon which the division of fees shall be made, and the client's agreement is confirmed in writing; and
- (11) The total fee is reasonable.

Referral fees are prohibited.

Fees are not earned until the lawyer confers a benefit on the client or performs a legal service for the client. Advances of unearned fees are the property of the client and shall be deposited in the lawyer's trust account pursuant to Rule 1.15(f)(1) until earned. If advances of unearned fees are in the form of property other than funds, then the lawyer shall hold such property separate from the lawyer's own property pursuant to Rule 1.15(a).

Nonrefundable fees and nonrefundable retainers are prohibited. Any agreement that purports to restrict a client's right to terminate the representation, or that unreasonably restricts a client's right to obtain a refund of unearned or unreasonable fees, is prohibited.

KARP NEU HANLON, P.C.			
2026 HOURLY RATE CHART			
POSITION	NAME	INITIALS	HOURLY RATE
Partner	James S. Neu	JSN	\$375.00
Partner	Karl J. Hanlon	KJH	\$375.00
Partner	Michael J. Sawyer	MJS	\$375.00
Partner	James F. Fosnaught	JFF	\$375.00
Partner	Jeffrey J. Conklin	JJC	\$375.00
Partner	Aaron T. Berne	ATB	\$375.00
Partner	Shoshana Rosenthal	SR	\$375.00
Partner	Richard Peterson-Cremer	RJP	\$375.00
Partner	Wilton E. Anderson	WEA	\$375.00
Of Counsel	Erika S. Gibson	ESG	\$300.00
Of Counsel	Matthew L. Trinidad	MLT	\$300.00
Associate	Danielle T. Skinner	DTS	\$300.00
Associate	Jenya C. Berino	JCB	\$300.00
Associate	Harper E. Powell	HEP	\$300.00
Associate	Rachel A. Sigman	RAS	\$300.00
Associate	JJ W. Carl	JWC	\$250.00
Paralegals	Paralegals		\$175.00
Legal Assistants	Legal Assistants		\$125.00
EXPENSES			RATE
Mileage current IRS rate as it may be amended throughout the year			(current IRS rate)
EXPENSES ARE BILLED AT ACTUAL COSTS			

The above rates are subject to change annually.

All Accounts Due in 30 days. Overdue Accounts will be Assessed 1.5% per month (18% A.P.R.)

In the event an action is required to collect payment, client agrees to pay reasonable attorneys' fees and costs of collection.