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January 15, 2021

Columbia Community Land Trust  
701 E. Broadway  
Columbia, MO. 65201

Re: Columbia Community Land Trust Legal Services Bid

### **ENGAGEMENT LETTER**

Dear Columbia Community Land Trust:

This letter agreement will confirm that you (hereinafter “Client”), are hereby retaining the law firm of HARPER, EVANS, WADE & NETEMEYER (“Law Firm”) to represent the Client in contract matters and real estate matters. Such representation may include contract drafting/review, real estate document review, Bylaw review and revision and any legal matters arising with entities the Client conducts business with. The primary Law Firm attorney assigned to this matter will be José S. Caldera. The Client states that their goal in this representation is for a fair and reasonable resolution to the matter.

### **TERMS OF REPRESENTATION**

1. Attorneys’ Fees. The Law Firm will bill the Client for attorney services rendered at the rate of \$250 per hour, rendered at the reduced public sector rate. Billable attorney services include, but are not limited to, electronic, text, and telephone communications between the Client and the Law Firm regardless of duration or nature of communication, and frequency.

2. Paralegals/Law Clerks. Some of the services the Law Firm provides will be provided by paralegals or law clerks. The Law Firm will charge for paralegal services at the rate of \$100.00 per hour and law clerk services at the rate of \$50.00 per hour. Billable Paralegal/ Law Clerks services include, but are not limited to, electronic, text, and telephone communications between the Client and the Law Firm regardless of duration or nature of communication, and frequency.

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*Milt Harper (1944-2016)*  
*Kay Evans*  
*Helen Wade*  
*Ron Netemeyer*  
*Jeff Hilbrenner*

*Jill Harper*  
*Marjorie Lewis*  
*Jose Caldera*  
*Barry Gilbert*  
*Molly Metza*

3. Expenses. The Law Firm will also charge for any reasonable out of pocket expenses which it incurs in connection with the representation, including costs for:

- a. Filing and service fees;
- b. Costs of investigative reports to locate defendants;
- c. Court reporters for any depositions;
- d. Expert's and consultant's fees or charges;
- e. Investigation costs;
- f. Costs incurred in preparing for trial, including, but not limited to the costs of obtaining and preparing exhibits;
- g. Copy charges;
- h. Postage, Federal Express and similar charges;
- i. Travel expenses;
- j. Other out of pocket expenses incurred in connection with the Law Firm's engagement.

4. Billing. The Law Firm will send the Client a bill for services rendered. Payment of the full amount will be due upon receipt of the bill. Failure to pay the full amount authorizes the Law Firm to withdraw from further representation in this case, and to bill the Client for any remaining unpaid fees and expenses, which must be paid.

5. Communication. The Law Firm will keep the Client apprised of developments in this matter and will consult with the Client about all developments. If there are questions, please raise them as they occur. Failure to timely respond to communications from the Law Firm authorizes the Law Firm to withdraw from representation. If the Law Firm, in its sole discretion, deems the Client's communications towards the Law Firm to be disrespectful or threatening then the Law Firm is authorized to withdraw from representation.

6. Cooperation. Client agrees to provide to the Law Firm, in a timely fashion, all information which is requested and all documentation that is available to Client, and which is requested. Client further agrees to otherwise fully cooperate with the Law Firm's attorneys. Client also agrees to always maintain updated contact information with the Law Firm. Failure to maintain updated contact information could result in the Law Firm being unable to contact the Client in a timely manner. That inability to contact the Client could result in adverse consequences to the representation. Client's failure to fulfill these important obligations authorizes the Law Firm to withdraw from representation.

7. Electronic Communication. The Law Firm may use e-mail to communicate within the Law Firm, with the Client, with other attorneys or with other parties or interested persons.

There is a possibility that e-mail will be intercepted, however, the Law Firm believes such risk to be small. The computers used in sending and receiving e-mail may store copies of such e-mail. The Law Firm does not currently encrypt e-mail. The Law Firm may also file documents electronically.

8. File. The contents of the file pertaining to the matter for which the Law Firm provides representation to Client, belong to Client and Client may have same at any time, during or at the conclusion of the representation. After final conclusion of the Law Firm's representation of Client, the Law Firm will keep the file relating to such matter for six (6) years. The representation will be deemed to have been concluded as of the date set forth by the Law Firm in a writing delivered to Client, or if there is no such writing, then on the date of the Law Firm's last invoice pertaining to such matter, exclusive of re-billings. After five years, unless Client notifies the Law Firm to the contrary, the Law Firm may destroy the file, subject, however, to any duty the Law Firm may have to retain certain items from the file. Client understands that Law Firm retains files in electronic format only except for certain documents which are required to be retained in physical format.

9. Applicable Law/Jurisdiction. The laws of the State of Missouri shall govern the construction and interpretation of this Agreement. Should any lawsuit be instituted pertaining to this Agreement or the Law Firm's representation pursuant thereto, such lawsuit shall be brought in the State of Missouri in a Missouri state court.

10. Representation Standards. The Law Firm shall act on Client's behalf in a prompt, diligent, ethical, honorable and professional manner and in accordance with the standards of competency and performance which would generally prevail in the Central Missouri area for professionally competent firms providing services as described herein. Client recognizes and accepts, however, that the Law Firm cannot guarantee a particular outcome in any matter.

11. Withdrawal. The Law Firm may withdraw from representing Client under certain situations stated in Missouri Rule of Professional Conduct 4-1.16, or if Client fails to perform the terms in this Agreement including paying fees, maintaining the deposit amount at the agreed to level, and communicating with the Law Firm in a timely manner. In the event of withdrawal, the Law Firm shall take steps to the extent reasonably practicable to protect the Client's interests, such as giving reasonable notice to the Client, allowing time for employment of other counsel, surrendering papers and property to which the Client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred.

12. Enforceability. Should any provision of this Agreement be found to be void or unenforceable, it is the intention of the Parties that all other provisions shall be enforceable and remain in full force and effect.

13. Binding Effect. This Agreement shall be binding upon the Parties and their respective legal representatives and successors in interest.

14. Modification. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if in a writing signed by an authorized representative of each Party.

15. Entire Agreement. This writing, and any writings incorporated herein by reference, constitute the entire agreement between the Parties regarding this matter.

If any of the terms of this letter are unacceptable to you or if you have any questions, please contact me as soon as possible. I look forward to working with you in this matter. I appreciate your trust and confidence.

Sincerely,



José S. Caldera

**REPRESENTATION AUTHORIZATION**

The undersigned hereby authorizes the law firm of HARPER, EVANS, WADE & NETEMEYER, to represent the Client in the matter referenced in the preceding letter from José S. Caldera, dated January 15, 2021, and hereby agrees to the terms of such letter.

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

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Columbia Community Land Trust