

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 7, SERIES 2014**

**A RESOLUTION APPROVING A SPECIAL COUNSEL ENGAGEMENT LETTER  
WITH BROWNSTEIN, HYATT, FARBER, SCHRECK LLP**

**WHEREAS**, the Town Council of the Town of Timnath ("Town") pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

**WHEREAS**, attached hereto as Exhibit A is the Special Counsel Engagement Letter between the Town of Timnath and Brownstein, Hyatt, Farber, Schreck LLP (the "Agreement"); and

**WHEREAS**, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.


**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:**

**Section 1. Approval**


The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JANUARY 28, 2014,**

**TOWN OF TIMNATH, COLORADO**

  
\_\_\_\_\_  
Jill Grossman-Belisle, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Milissa Peters, Town Clerk



**EXHIBIT A**  
**AGREEMENT**

January 7, 2014

Carolynne C. White  
Attorney at Law  
303.223.1197 tel  
303.223.0997 fax  
cwhite@bhfs.com

Town of Timnath  
c/o Gary White, Town Attorney  
White Bear and Ankele PC  
1805 Shea Center Dr, Ste 100  
Highlands Ranch, CO 80129

**RE: Fee Agreement for Representation**

Dear Mr. White:

You have asked us, and we have agreed, subject to our firm's conflicts of interest check, to act as legal counsel for the Town of Timnath in connection with respect to a limited scope of representation involving a) advice regarding vested rights to be granted pursuant to an Amended and Restated Annexation Agreement; and b) advice regarding the optimal structure and process by which certain property required for the Project may be brought within the authority of the TDA and whereby incremental tax revenues pursuant to the Colorado Urban Renewal Law may be made available to support the Project and other matters in which you may request our involvement from time to time and which we agree to undertake. The purpose of this letter is to confirm the terms and conditions of this firm's representation of your interests.

Our fees are based primarily on the actual amount of time spent by our attorneys, paralegals and law clerks in performing services for you, including telephone calls, conferences, travel, court appearances, research and investigation, and preparing letters, pleadings, briefs, agreements and other documents. These fees may be modified over time. Although bills will be based on the time actually incurred, they will be subject to adjustment by our firm based on other relevant factors, including time limitations imposed on us, extraordinary effort by members of this firm, or special expertise we may have with respect to the matter. Services rendered prior to your signing this letter are subject to the terms of this letter. However, our charges for opinion letters may include a premium for the risk of the work performed and, as a result the cost may exceed the actual time spent in preparing the opinion. Services rendered prior to your signing this letter are subject to the terms of this letter.

It is anticipated that Carolynne C. White of this firm, whose current hourly billing rate is \$475.00, will perform most of the work on this matter, with the assistance of any legal assistants and associates working with her. We may assign other lawyers in our firm to represent you if, in our judgment, that becomes necessary or desirable. We also may assign lawyers who are independent contractors to the firm and whose hourly billing rate will be passed on to you with a factor for the firm's overhead and profit.

In addition to charging fees for legal work, we also charge for certain out-of-pocket costs incurred by us in representing you. Charges for long distance telephone calls, telecopy charges, in-office copying, ordinary postage (under \$10.00), and deliveries made by in-house staff are covered by an administrative fee, currently equal to 2.5% of the legal fees charged. This administrative fee is in lieu of itemizing those expenses and may be adjusted over time. If there are other fees, such as, filing fees, service of process fees, transcript and deposition fees, E-discovery native files processing fees, computer-assisted legal research fees, overnight delivery service charges, travel, meals, hotel accommodations, expert witnesses,

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main 303.223.1100

or investigative fees, those will be billed separately. We may require that you pay the party providing those services directly or that you advance to us the estimated amount for such items prior to our incurring those expenses on your behalf.

We bill for our services on a monthly basis. You agree to make payment within 30 days of your receipt of a statement. We reserve the right to suspend performing services and to promptly move to withdraw from any litigation matter upon a failure to timely pay a bill. You will be responsible for any costs of collection incurred by our firm, including reasonable attorneys' fees.

You shall at all times have the right to terminate our firm's services upon written notice. Our firm shall at all times have the right to terminate our representation of you upon written notice, if you do not pay our fees, or if we determine that our continued representation of you would be unethical or inappropriate, or if we have another reasonable basis for termination consistent with our professional duties to you.

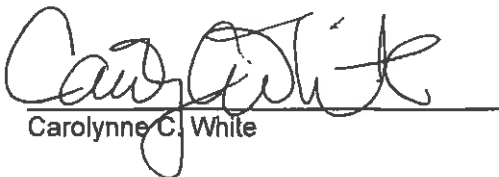
You also agree that the work product of our attorneys and staff, including notes, research, and documents which we prepare, is the property of the firm. It is our policy to destroy all client files (including all documents and materials therein), eight years after we close such files upon completion of each matter. This file destruction procedure is automatic and you will not receive further notice prior to the destruction of these files. Accordingly, we advise you to maintain your own files relating to the matters which we are handling.

We are very pleased and privileged to work with you. Occasionally, we may provide lists of representative clients to legal or other publications and may use your company name in marketing materials. Unless you instruct us to the contrary, you hereby consent that such use is acceptable.


Please indicate your agreement to the terms of this letter by executing the enclosed copy and returning it to me. We appreciate the opportunity to represent you.

Sincerely,

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By:   
Carolynne C. White

ACCEPTED AND AGREED TO:

By:   
Town of Timnath

Date: 1/29/14