

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 5, SERIES 2016**

**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**

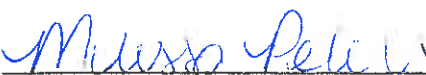
The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JANUARY 12, 2016.**

**TOWN OF TIMNATH, COLORADO**

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

**ATTEST:**

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



**EXHIBIT A**

**AGREEMENT**

January 4, 2016

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

Robert Rogers, General Counsel  
Town of Timnath  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122

April Getchius, Executive Director  
Town of Timnath  
4800 Goodman Street  
Timnath, CO 80547

**RE: Fee Agreement for Representation – Town of Timnath – 2016 Legislative Advocacy**

Dear Robert and April:

You have asked us, and we have agreed, subject to our firm's conflicts of interest check, to act as special legal counsel for the Town of Timnath (the "Town") in connection with lobbying and advocacy regarding urban renewal legislation in the 2016 General Assembly 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.

We have agreed to undertake this representation with the Town as part of a coalition of public and private stakeholders interested in urban renewal, registered as the Urban Renewal Communities of Colorado, for a flat fee of \$10,000. As directed by you, this invoice will be sent to the Town, c/o April Getchius, 4800 Goodman Street, Timnath, CO 80547.

It is anticipated that Carolynne White of this firm, 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. Ms. White or another attorney at the firm will provide regular electronic or telephonic updates to the Town as regarding the status of all urban renewal bills during the 2016 legislative session.

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, 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, 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.

410 Seventeenth Street, Suite 2200  
Denver, CO 80202-4432  
main 303.223.1100

April Getchius, Executive Director  
Robert Rogers, General Counsel  
January 4, 2016  
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We will send a single invoice for this flat-fee engagement. 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.

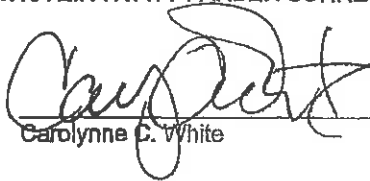
We are very pleased and privileged to work with you. Occasionally, we may provide lists of representative clients to legal or other publications and may use your company name in marketing materials. Unless you instruct us to the contrary, you hereby consent that such use is acceptable.

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:



Date:

1-12-16

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