

## **FEE AGREEMENT**

This Fee Agreement (“Agreement”) is between Hamre, Rodriguez, Ostrander & Dingess, P.C., subsequently referred to as “Law Firm” and Littleton Invests for Tomorrow “LIFT” a/k/a the City of Littleton’s Urban Renewal Authority, subsequently referred to as “Client” or the “Authority.” The Law Firm and Client are collectively referred to as the “Parties.”

Client has requested Law Firm to provide outside counsel legal services on an on-going basis related to the Client’s governance, operations, and responsibilities under Colorado’s Urban Renewal Laws. Because the Client is a government agency, the Law Firm has requested that one person be designated to bind the Client with respect to fees and representation of Client in such matter. This is done to avoid confusion, duplication of effort and conflicting instructions. The person so designated to act for the Client is the Chairperson of the Authority’s Board, which is currently Kevin Seiler. To avoid misunderstanding, Client and Law Firm wish to formalize their agreement regarding fees and representation of Client by this written Agreement.

Client and Law Firm agree as follows:

A. The Parties agree that the Law Firm’s engagement is limited to performance of services referenced above. Because we are not the Client’s general counsel, the Law Firm’s acceptance of this engagement does not involve an undertaking to represent you or your interest in any other matter. Specifically, and without limitation, the present engagement does not include responsibility for insurance coverage for any claim asserted in the matter, of notification of your insurance carriers about the matter, or for advice to you about your disclosure obligations concerning the matter under federal securities laws or other applicable law.

B. To enable the Law Firm to represent you effectively, you agree to cooperate fully with the Law Firm in all matters relating to the matter, and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise request. You also will make yourself reasonably available to attend meetings, discovery proceedings and conferences, hearings, and other proceedings. You also agree to pay our statements for services and other charges stated below.

C. An integral part of your agreement to cooperate fully with us is your undertaking to preserve all materials potentially relevant to issues that have been or can reasonably be expected to be raised in the lawsuit or potential lawsuit. If you have not already done so, you should immediately take steps to issue a “litigation hold” on materials. If you are a company and you have questions regarding what that communication should contain and to whom it should be disseminated, please contact me. You should also send out periodic reminders to the appropriate personnel during the course of the lawsuit.

D. In light of court rules, it is especially important that you take steps to preserve not only hard copy documents, but also electronically stored information (“ESI”). Failure to do so could result in sanctions or other court rulings adverse to your interests in the lawsuit. The category of discoverable ESI can include within its scope, among other things, electronic mail (“e-mail”) messages and word processing files (including hidden elements of these files known as “metadata”), and computer back up tapes. To help us ensure that any automatic deletion protocols are suspended,

and that all reasonably accessible ESI is being preserved, you agree to make available to us your company's information technology ("IT") personnel (if applicable) or any other individual responsible for such functions.

E. **Richard F. Rodriguez** will have primary responsibility for your representation and will utilize other Law Firm lawyers and legal assistants as believed appropriate in the circumstances. The Law Firm will provide legal counsel to you in accordance with this Agreement and, in reliance upon information and guidance provided by you, keep you reasonably informed of progress and developments, and respond to your inquiries. We will use email to communicate with you, or on your behalf, during the course of the representation. It is widely understood that ordinary internet email is inherently insecure. If you would like us to engage in something more secure than ordinary internet email, please contact us and indicate so, otherwise we will presume that ordinary internet email is acceptable.

F. Either at the commencement or during the course of our representation, the Law Firm may express opinions or beliefs concerning expenses, fees, litigation, or various courses of action and the results that might be anticipated. Any such statement made by any attorney of the Law Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

G. Client agrees to pay the Law Firm for its services. Client acknowledges the factors considered by the Law Firm in determining its fees are: the time involved, difficulties encountered, skill required to perform the legal service properly, responsibility of the Law Firm, familiarity with the area of law involved, time limitation imposed by the Client or the circumstances, amount involved and results obtained. Law Firm makes no warranty as to the adequacy of service rendered by other attorneys.

H. Client agrees to pay a per hour fee as set forth below for all work done by the Law Firm and the staff. We typically review our timekeeper billing rates in June of each year as part of our planning process for the coming year. Rates are subject to change on July 1 of every year as a result of this planning process. Not every rate changes every year, but we would like you to be aware in advance of that process. Any rate changes will require Client's agreement.

Initial Rates (from date of Agreement until August 31, 2019):

a)	Shareholders	\$375.00
b)	Special Counsel	\$300.00
c)	Associate (Tony)	\$250.00
d)	Paralegal (Lori)	\$225.00
e)	Legal Assist. (Kendall)	\$100.00

Subsequent Rates (on and after September 1, 2019):

a)	Shareholders	\$400.00
b)	Special Counsel	\$325.00
c)	Associate (Tony)	\$275.00

d)	Paralegal (Lori)	\$250.00
e)	Legal Assist. (Kendall)	\$125.00

Additional charges would include, among other items, online and access fees for computer database research in excess of flat-rate charges normally incurred by the firm, court filing fees (including computer filing charges), service of process costs, court reporter fees, expert fees, computerized legal research expenses, long distance telephone charges, delivery charges, facsimile charges (long distance only), copying (outside), postage, including federal express, travel (by common carriers) and lodging. The Client will receive an itemized statement showing the work that the Law Firm has done and all of the costs incurred on the account each month.

B. Unless we agree to an alternative method of pricing, the Law Firm's fees will be billed primarily on the amount of time spent on your behalf. Statements normally will be issued for monthly work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement but no later than 90 days. If any balance or statement remains unpaid for more than 90 days, we may suspend performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses or terminate the representation. As we have discussed, the fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed or provided below represents an estimate only of such fees and costs. It is also expressly understood that payment of the Law Firm's fees and costs is in no way contingent upon the outcome in the matter.

C. Client may terminate the Law Firm's representation at any time by notifying us. Your termination of our services will not affect your responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or incurred thereafter in connection with orderly transition of the matter. If such a termination occurs, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own internal files pertaining to the matter will be retained. The Law Firm files include, for example, Law Firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Law Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of such documents or other materials (including, without limitation, copies of any ESI provided to us by you) retained by us seven years after termination of our engagement.

D. Client acknowledges the Law Firm may withdraw from representation in this matter at any time if: client insists on presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification or reversal of existing law; client insists that the Law Firm pursue a course of conduct that is illegal or that is prohibited under the disciplinary rules; by other conduct render it unreasonably difficult for the Law Firm to carry out its employment; client insists that the Law Firm engage in conduct that is contrary

to the judgment and advice of the Law Firm and its attorneys; or deliberately disregards an agreement or obligation to the Law Firm as to expenses or fees for services rendered. In the event of withdrawal from employment the Law Firm will take reasonable steps to avoid foreseeable prejudice to the rights of Client including giving due notice to the Client, allowing reasonable time for employment of other counsel, and delivering all papers and properties to which Client is entitled.

E. The Parties agree that all disputes between Client and Law Firm that relate in any way to this Fee Agreement or the services provided by the Law Firm shall be resolved by binding arbitration in Denver County, Colorado or in such other location as the Parties mutually agree in writing. The Parties further agree as follows:

1. Upon written demand of any party for arbitration of any dispute hereunder, the Parties shall have 10 days within which to agree upon a single arbitrator. If the Parties cannot agree on a single arbitrator, the Parties shall within seven days thereafter, provide the other with written notice of its selection of an arbitrator; thereafter, the two arbitrators shall within 7 days select a third arbitrator; the three arbitrators so selected shall constitute the arbitration panel which shall resolve the Parties' dispute by a unanimous or majority opinion.
2. The arbitration hearing shall be held no later than 120 days after the arbitrator or arbitrators have been selected.
3. The arbitration shall be conducted in accordance with the standard arbitration procedures followed by the Colorado Bar Association through its Legal Fee Arbitration Process.
4. Resolution of any dispute by arbitration per this Fee Agreement shall be final, binding, and non-appealable, and the award of the arbitrator(s) may be reduced to judgment and enforced by a court of competent jurisdiction.
5. In the event of arbitration per this Fee Agreement, the arbitrator(s) shall award the prevailing party all of its reasonable costs and attorney fees, including any reasonable costs and attorney fees incurred in pursuing collection of any award or judgment.

F. This Agreement contains the entire agreement between the Client and the Law Firm regarding the Law Firm's fees and representation of Client. This Agreement shall not be modified or revoked except by written agreement signed by the Client and the Law Firm.

G. This Agreement shall be binding upon the Client and the Law Firm and its or their agents, legal representatives, successors and assigns.

H. This Agreement shall be construed and governed by the laws of the State of Colorado.

I. Client acknowledges reading and signing this Agreement and receiving a copy.

J. At the conclusion of the case the Client has the option to have the files delivered to it or the Law Firm will hold it for seven years, after which time the files may be destroyed.

DATED this 1<sup>st</sup> day of March, 2019.

LITTLETON INVESTS FOR TOMORROW “LIFT”

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Address for Billing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HAMRE, RODRIGUEZ, OSTRANDER & DINGESS, P.C.

By: \_\_\_\_\_  
Richard F. Rodriguez, Esq.  
Director/Shareholder