

August 30, 2022

Board of Directors
City of Grand Junction Dos Rios General Improvement District
250 North 5th Street
c/o: City of Grand Junction
Grand Junction, Colorado 81501

Re: Letter of Engagement

Dear Board Members:

We understand that the City of Grand Junction Dos Rios General Improvement District (“Client”) desires to appoint Collins Cole Flynn Winn & Ulmer, PLLC, a Colorado professional limited liability company (“Law Firm”), as the Client’s general counsel pursuant to Section 32-1-1001(1)(i), C.R.S., for certain matters as further described below. This letter is intended to outline the terms governing our representation of the Client.

1. Scope of Services.

The Law Firm will advise the Client on all Client-related matters referred to the Law Firm by the Client. We will take our direction from the Board of Directors (“Board”) and the President and/or Secretary of the Board, or such other person as is designated by the Board to be its representative and spokesperson for purposes of communication with the Law Firm. We do not represent (i) any person or entity (except the Client itself); (ii) individual members of the Board; or (iii) employees or agents of the Client (collectively “Other Persons”), and all services are provided only for the benefit of the Client and not for the Other Persons. The Law Firm owes professional responsibilities only to the Client itself. In all matters involving the Client, such Other Persons should retain their own legal counsel.

2. Designation of Attorneys and Assistants.

I, Robert G. Cole, a Partner in the firm, am designated as the Attorney primarily responsible for the legal services rendered to the Client. Other qualified Attorneys and paralegals may perform services for the Client under my supervision in order to most effectively provide a particular service or to minimize costs.

3. Compensation.

The Law Firm shall provide to the Client a monthly billing statement detailing the services rendered and the amount of time spent in performance thereof. The Client shall pay for the total time of all attorneys, paralegals, and law clerks at the current rates in effect for the services rendered.

Secretarial and legal assistance services are not routinely billed to the Client, but out-of-the-ordinary use of a secretarial or legal assistance person's time may be billed in the attorney's reasonable discretion. Paralegals and law clerks are utilized when their skills are commensurate with a particular project, to minimize the costs billed to the Client. The attorney supervises the work product of associate attorneys, paralegals, and law clerks.

The Client shall pay for Services within thirty days of the date of the invoice. The Law Firm shall not be obligated to perform any Services if payment of fees is sixty days overdue.

The Law Firm's billing rates effective January 1, 2022 are attached and subject to adjustment, but not by more than ten percent collectively at any time without written notice.

4. Expenses.

Expenses for which the Law Firm will or will not receive reimbursement are as follows, along with the rates for such reimbursement:

(a) Mileage.

No charge unless lengthy travel distance.

(b) Out-of-Town Travel.

Expenses at cost without mark-up. Travel time by attorneys and staff will be billed at current billing rates. Trips will be coordinated with other clients, to the extent possible, to minimize travel costs.

(c) Teleconferencing.

Billed at cost without mark-up.

(d) Computer Expenses.

No charge, except for computer research, Lexis/Nexis or other special costs; billed at actual cost without mark-up.

(e) Photocopies.

No charge for in-house copying, unless large volume of copying. Outside copying and printing billed at actual cost without mark-up.

(f) Postage.

No charge for usual first-class mailings, such as mailings to the Client, courts, counsel of record and other consultants. Mass mailings, such as election notices, and overnight and special delivery mailings billed at actual cost without mark-up.

(g) Couriers.

Courier service will be used on an as-needed basis with the cost thereof being billed to the Client without mark-up.

(h) Other Reimbursables.

Other reimbursables include our payment of filing fees, costs for service of process and related services, expert witness fees (only as pre-authorized by the Client), court reporter fees for transcript of testimony, court reporter appearance fees, county clerk and recorder's fees for recording of documents, title company's fees for reports of title, publication fees, election materials and other related expenses. All such reimbursables will be billed to the Client at cost without mark-up.

(i) Other Expenses.

Certain services and expenses not otherwise documented herein (e.g., private investigator, special counsel, etc.) may become necessary under certain circumstances. To the extent that such services are required, the Law Firm will first obtain authorization from the Client before incurring such costs. As such expenses are incurred, they will be billed to the Client.

5. Communications between Law Firm and Client.

Written and oral communication between the Law Firm and the Client on the Client's matters shall be made using all current forms of technology including mail, courier, email, POTS, VoIP and cellular telephone, and other electronic means of communication as such technology becomes available. The security of such means of communication, particularly electronic means such as e-mail and cellular telephone cannot be guaranteed, and therefore a risk exists that privileges such as the attorney-client privilege may be waived if a communication is inadvertently received by persons other than the Client. If the Client desires to avoid the risk of inadvertent

disclosure by any particular means of communication, the Client must contact the Law Firm and instruct the Law Firm as to any unacceptable means of communication for Client matters.

6. Cloud Services.

During and/or after termination of our engagement we may use cloud services. Where we do so, or where we use a subcontractor to provide cloud services, we will ensure an appropriate level of security.

7. Disclaimer of Warranties.

There can be no warranties as to the success of any matter undertaken by the Law Firm in the representation of the Client. All expressions made by the Law Firm relative thereto are solely matters of the Law Firm's opinion.

8. Power of Attorney to Execute Documents.

The Client grants to the Law Firm the power to execute documents connected with the representation of the Client, which have been generally approved by the Client, including pleadings, applications, protests, contracts, commercial papers, settlement agreements and releases, verifications, dismissals, orders, and all other documents associated with the services provided hereunder.

9. Document Retention/Destruction.

Files created and compiled by the Law Firm for work on Client matters, including correspondence, pleadings, research, and any other documents prepared by the Law Firm, will not be retained indefinitely. Law Firm will retain files for sixty days following conclusion of a matter or conclusion of representation, at which time Client may retrieve the file(s), so long as the Client has paid all fees and costs, or the file(s) may be disposed of at the discretion of the Law Firm, except that we will not destroy (i) original documents entrusted to us for continued representation as part of our services; and (ii) any documents that the Client is obligated by law to retain.

10. Worker Without Authorization Certification.

Pursuant to the requirements of H.B. 06-1343, the Law Firm certifies that the Law Firm will comply with the provisions of Section 8-17.5-101 et seq., C.R.S., and the Law Firm will not knowingly employ or contract with a worker without authorization to perform work for the Client. The Law Firm has verified that the Law Firm (i) has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the E-

Verify Program administered by the Department of Labor and Employment; and (ii) otherwise will comply with the requirements of Section 8-17.5-102(1), C.R.S., regarding such verification. The Law Firm agrees to comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If we do not comply with any requirement of Section 8-17.5-101 et seq., C.R.S., regarding worker without authorization verification, the Client may immediately terminate the Law Firm's Services, subject to payment for work performed prior to the termination date as described herein.

11. Entire Agreement.

The terms herein represent the entire agreement of the parties concerning the representation of the Client by the Law Firm. The agreement represented by this letter may not be amended or modified except in writing and signed by both parties hereto.

12. Term.

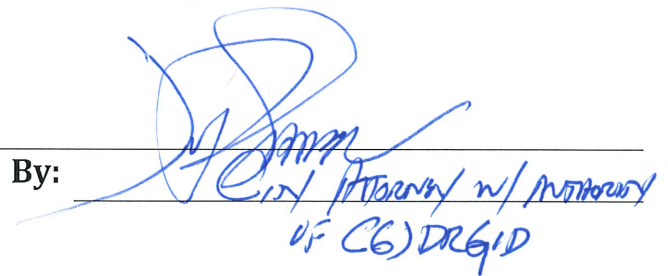
The agreement represented by this letter shall commence upon mutual execution by the Client and the Law Firm and will remain in effect until terminated by written notice of either party.

**Collins Cole Flynn Winn & Ulmer, PLLC,
a professional limited liability
company**



By: Robert G. Cole, Shareholder

**City of Grand Junction Dos Rios
General Improvement District**



By: *[Signature]*
City Attorney w/ Authority
of CG) DRGID

BILLING RATES

Effective 1/2022

<u>Name</u>	<u>2022 Rates</u>
James P. Collins, Partner	\$450
Robert G. Cole, Partner	\$405
Timothy J. Flynn, Partner	\$410
Kathryn G. Winn, Partner	\$390
Allison C. Ulmer, Partner	\$390
Bart W. Miller, Of Counsel	\$300
Peggy Rupp, Paralegal	\$235
Crystal Schott, Paralegal	\$220

February 28, 2022

John Shaver, City Attorney
City of Grand Junction Dos Rios
General Improvement District
250 N. 5th Street
Grand Junction, Colorado 81501

Re: Letter of Engagement

Dear John:

We understand that the City of Grand Junction Dos Rios General Improvement District (the "Client") desires to appoint Collins Cole Flynn Winn & Ulmer, PLLC, a Colorado professional limited liability company (the "Law Firm"), as the Client's special counsel for certain matters as further described below. This letter is intended to outline the terms governing our representation of the Client effective January 1, 2022.

1. Scope of Services.

The Law Firm will advise the Client on all Client-related matters referred to the Law Firm by the Client. We will take our direction from the Board of Directors ("Board") and the President and/or Secretary of the Board, or such other person as is designated by the Board to be its representative and spokesperson for purposes of communication with the Law Firm. We do not represent (i) any person or entity (except the Client itself); (ii) individual members of the Board; or (iii) employees or agents of the Client (collectively, the "Other Persons"), and all services are provided only for the benefit of the Client and not for the Other Persons. The Law Firm owes professional responsibilities only to the Client itself. In all matters involving the Client, such Other Persons should retain their own legal counsel.

2. Designation of Attorneys and Assistants.

Bob Cole, a Partner in the Law Firm, and Bart Miller are designated as the attorneys primarily responsible for the legal services rendered to the Client. Other qualified attorneys and paralegals may perform services for the Client under my supervision in order to most effectively provide a particular service or to minimize costs.

3. Compensation.

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b. Out-of-Town Travel.

Expenses at cost without mark-up. Travel time by attorneys and staff will be billed at current billing rates. Trips will be coordinated with other clients, to the extent possible, to minimize travel costs.

c. Long-Distance Telephone Service.

No charge.

d. Teleconferencing.

Billed at cost without mark-up.

e. Computer Expenses.

No charge, except for computer research, Lexis/Nexis or other special costs; billed at actual cost without mark-up.

f. Photocopies.

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j. Other Expenses.

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contact the Law Firm and instruct the Law Firm as to any unacceptable means of communication for Client matters.

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12. Term.

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**Collins Cole Flynn Winn & Ulmer, PLLC,
a professional limited liability company**

**City of Grand Junction Dos Rios
General Improvement District**



By: Robert G. Cole, Shareholder



John Shaver, City Attorney
FOR THE (G) DOS RIOS GID

BILLING RATES

Effective 1/2022

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