

RIDER & QUESENBERRY, LLC

2764 Compass Drive, Unit 101

Grand Junction, CO 81506

(970) 257-1917

(970) 242-3749 - Fax

LEGAL SERVICES AGREEMENT

By this Agreement, City of Grand Junction ("City") has retained Stephanie L. Rubinstein of the law firm of **RIDER & QUESENBERRY, LLC** (the "Law Firm"), to represent City as a marijuana business licensing hearing officer. The City and Ms. Rubinstein understand and agree that the scope of her work is limited to this matter. The outcome of any work the Law Firm undertakes will depend upon the specific facts and circumstances presented. The Law Firm makes no guarantee regarding the outcome of this matter.

1. **Fees.** **STEPHANIE RUBINSTEIN** will be the attorney primarily responsible for the legal services to be performed on City's behalf. The Law Firm, with the advance written consent of the City, may assign more than one lawyer to assist Ms. Rubinstein with required research and/or writing relative to the matter and the Law Firm may use associate attorneys, paralegals, and other staff, as it deems appropriate, in order to render the legal services for which it has been retained in an efficient and timely manner; however, Ms. Rubinstein will solely and personally appear for the City matter. City agrees to pay for legal services rendered by the Law Firm, as follows: **TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00)** per hour for each hour of time worked by attorney Stephanie Rubinstein;

2. **Expenses.** City will be responsible for paying certain expenses incurred in providing legal services for City. These expenses are in addition to and are not to be considered part of the hourly rate charged. Expenses include filing fees, postage, service of process fees, travel costs, computerized legal research charges, deposition charges, witness fees, expert witness fees, overnight or expedited courier fees, and investigator fees. City agrees to pay for computerized research at the rate charged to the Law Firm. City agrees to pay for all other costs and expenses incurred by the Law Firm at the rate charged by the vendor to the Law Firm. The costs for which City is liable to the Law Firm are not dependent upon whether City is awarded any judgment for reimbursement of such costs by a Court, and City recognizes that such costs for which City is obligated may not equate to those which may be awarded to City by a Court, if any, as a prevailing party in litigation.

3. **Deposit.** City agrees to provide the Law Firm with a deposit in the amount of \$ Zero Dollars (\$ 0), which amount shall be held in trust for City. If City shall fail to make payment of any fee or cost within thirty (30) days after it has been billed, Law Firm may reimburse itself from the deposit amount. Such reimbursement from trust shall not affect the Law Firm's right to withdraw from representation by reason of City's failure to pay fees and costs as agreed. If Law Firm shall use any portion of the Deposit in Trust to reimburse Law Firm for unpaid fees and costs, Law Firm may withdraw from representation of City in accordance with Section 7 of this Agreement if City refuses to replenish a deposit within ten days of the request. Upon completion of the services contemplated herein, the Law Firm shall refund any unused portion of the Deposit to City.

Any and all interest earned on any deposit held by Law Firm will be paid directly to the Colorado Lawyers Trust Account Fund (COLTAF), a non-profit organization dedicated to providing legal services for the indigent, pursuant to Rule 1.15 of the Colorado Rules of Professional Conduct.

4. Billing. City will receive an itemized bill for fees and expenses each month. All time charges will be recorded in six minute increments, with a minimum of 1/10th of an hour for any single item. City agrees to pay all bills within thirty (30) days of the date of the bill.

At the conclusion of the case, if a balance exists in the deposit, the remaining balance will be returned to City within one month of Law Firm's concluding its services. If legal steps are undertaken to collect any outstanding balance due, then City agrees to pay for the costs of collection, which costs include reasonable attorney fees.

If City's bill is not paid within one month of the billing date, then interest will be charged at the rate of eighteen percent (18%) per annum on the outstanding balance from the date due.

Any payment made to Rider & Quesenberry by credit/debit card will be assessed a convenience fee of three percent (3%). This fee is also applicable to deposits made by credit/debit card.

5. City's Responsibility; Ethical Obligations of Counsel. City agrees to be truthful at all times in City's communications with the Law Firm. Each attorney of the Law Firm is an officer of the Court and has certain responsibilities under the Colorado Rules of Professional Conduct and other Court rules. City agrees not to ask the Law Firm to take any action which would violate the Colorado Rules of Professional Conduct or other Court rules or ethical obligations. If City insists that the Law Firm take any action which would violate these obligations, the Law Firm may terminate this Agreement in accordance with Section 7 of this Agreement.

City agrees to be truthful with Attorney and not withhold information. Further City agrees to cooperate, to keep Attorney informed of any information or developments which may come to City's attention, to abide by this Agreement, to pay Attorney's bills on time, and to keep Attorney advised of City's address, telephone number and whereabouts. City will assist Attorney by timely providing necessary information and documents. City agrees to retain all information related to this matter, whether or not Attorney has requested such information, including information that may be in electronic form, not limited to emails and text messages. City agrees to appear at all legal proceedings when Attorney deems it necessary, and generally to cooperate fully with Attorney in all matters related to the preparation and presentation of City's claims.

6. City

Withdrawal by Law Firm. In accordance with the Colorado Rules of Professional Conduct, the Law Firm may withdraw from representation of City under any of the following circumstances: a) City fails to pay any bill for fees or costs and expenses within thirty (30) days of the billing date; b) City engages in conduct that is contrary to the judgment and advice of the Law Firm; c) City fails to cooperate with the Law Firm in prosecution of the work; d) City does anything which would make it difficult or impossible to maintain a cordial working relationship with the Law Firm; e) City engages in any conduct that makes it unreasonably difficult for the Law Firm to carry out its employment effectively; or, f) if any circumstance should occur which makes it unethical or impractical for the Law Firm to continue representing City.

7. Termination by City. If City decides to terminate the services of the Law Firm or withdraw from this Agreement, City shall provide written notice to the Law Firm. City shall not be obligated for attorneys' fees, costs or expenses incurred after the date of receipt of such written notice by the Law Firm, unless such services or costs are necessary to wind up or terminate work for City,

such costs or fees are assessed by a Court with respect to a time period before the Law Firm is allowed by the Court to withdraw as your attorneys, or with respect to a pending litigation, a Court will not permit the Law Firm to withdraw from representation of City.

In addition to the foregoing, City shall remain liable for payment of attorneys' fees and costs incurred by the Law Firm in withdrawing from City's representation and winding up representation of the City.

8. Disposition of Matter Files. The Law Firm is authorized to dispose of any files generated by it in connection with the subject matter of the representation six months after the date that City's matter has been resolved or two years from the last work on the file has been performed by the Law Firm, whichever is earlier so long as none of the files constitute or may reasonably be claimed by the City to constitute public records in accordance with the Colorado Open Records Act C.R.S. 24-72-201 *et. seq.* The Law Firm shall not be required to give separate notice to City prior to disposing of the file. If City wishes to preserve the file City shall notify the Law Firm and request that possession of the file be surrendered to City in lieu of other disposition prior to the date that the file is disposed of by the Law Firm.

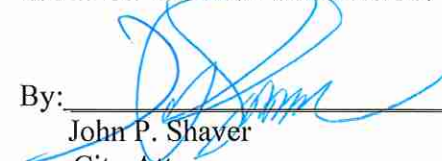
9. Entire Agreement; Venue. This Agreement constitutes the entire understanding between the Law Firm and City. This Agreement is to be construed according to the laws of the City of Grand Junction, State of Colorado. In the event of a dispute, both parties agree that the proper venue for resolution of the dispute shall be in the Courts of Mesa County, Colorado.

DATED the 29th day of June 2022.

RIDER & QUESENBERRY, LLC

By 
Stephanie Rubinstein

CITY OF GRAND JUNCTION

By: 
John P. Shaver
City Attorney