



February 21, 2023

VIA E-MAIL

City of Fruita Housing Authority  
325 E. Aspen Ave.  
Fruita, CO 81521

Attn: Mike Bennett, Executive Director

Dear Mike:

We are pleased to confirm our engagement as special counsel to the City of Fruita Housing Authority (the "Authority"). We appreciate your confidence in us and will do our best to continue to merit it.

### **Scope of Services**

The scope of our services will be to assist the Authority by advising the Authority on legal issues related to proposals for affordable housing in the City of Fruita, including, without limitation, proposals for financial support for such projects from the Authority. Our services as special counsel to the Authority are limited to those contracted for explicitly herein and the execution of this letter by the Authority constitutes an acknowledgment of those limitations.

### **Personnel**

Dee Wisor, Kim Crawford and Dalton Kelley will be principally responsible for the work performed by Butler Snow LLP on your behalf. Where appropriate, certain tasks may be performed by other attorneys or paralegals. At all times, however, Dee, Kim and Dalton will coordinate all work completed for the Authority.

### **Attorney-Client Relationship**

In performing our services hereunder, the Authority will be our client. We will represent the interests of the Authority rather than the Authority's Commissioners or the Authority's employees.

### **Conflicts of Interest**

Before accepting any new business, the Colorado Rules of Professional Conduct (the "Rules") require us to evaluate whether there exist any ethical constraints to representing the Authority. We have completed a conflicts check within our firm and have found no current conflict between the Authority and our existing clients.

*1801 California Street  
Suite 5100  
Denver, Colorado 80202*

**DEE P. WISOR**  
(720) 330-2357  
Dee.Wisor@ButlerSnow.com

*T (720) 330-2300  
F (720) 330-2301  
www.butlersnow.com*

BUTLER SNOW LLP

### **Fee Arrangement**

We will expect to be compensated at our hourly rates set forth below for time spent on your behalf, plus any disbursements that we have made. We will send the Authority invoices monthly. Butler Snow's rates for the work by its attorneys and legal assistants vary based on the experience and expertise of the individuals involved. Typically, we adjust these rates at year-end to reflect changing economic conditions. If the firm increases rates during this engagement, we will provide written notice of those changes. The Rules require that the basis or rate of legal fees be communicated to the client in writing. The hourly rates for our lawyers who we expect to work on this matter are set forth below:

| <b>Attorney</b> | <b>Billing Rate</b> |
|-----------------|---------------------|
| Kim Crawford    | \$555.00            |
| Dalton Kelley   | \$335.00            |
| Dee Wisor       | \$675.00            |

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the Authority, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs. Attached as Exhibit A is our billing policy.

### **Document Retention**

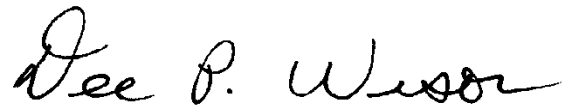
Attached as Exhibit B is a copy of our document retention policy.

### **Termination of Engagement**

Upon completion of our work pursuant to this engagement, our representation of the Authority and the attorney-client relationship created by this engagement letter will be concluded.

We are pleased to have the Authority as our client, and look forward to a mutually satisfactory and beneficial relationship. If the foregoing terms are acceptable to you, please so indicate by having the appropriate individual execute a copy of this letter for the Authority and then return the executed copy to me. Thank you.

BUTLER SNOW LLP

By: 

Dee P. Wisor

ACCEPTED AND APPROVED:

CITY OF FRUITA HOUSING AUTHORITY

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DPW/jw  
Enclosures

**EXHIBIT A**  
**BUTLER SNOW LLP**  
**STANDARD BILLING TERMS AND CHARGES FOR EXPENSES**  
**As of January 1, 2023**

Butler Snow LLP (the "Firm") will bill clients on a monthly basis for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our bills are **due upon receipt** of the bill, unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

|  |   |                                     |
|--|---|-------------------------------------|
| <b>Document Reproduction</b>   | <b>No charge for routine reproduction (under 50 pages per day)</b>  |                                     |
| Normal sized documents (up to 11 x 17)                                     | <b>For reproduction in excess of 50 pages per day –</b><br>Black & White: \$0.10/page      Color: \$0.25/page   |                                     |
|  | <b>Bates Labeling –</b><br>Electronic: \$0.05/page      Manual: \$0.15/page   |                                     |
| Oversize documents (size in excess of 11 x 17)                             | <b>Charge for each page – no exclusion</b><br>Black & white: \$6.00/page      Color: \$30.00/page   |                                     |
| Electronic Data Manipulation for reproduction                              | \$75 per hour   |                                     |
| <b>Document Scanning</b>   | <b>No charge for routine scanning (except evidentiary materials)</b><br><b>Bulk scanning of evidentiary documents: \$0.06/page</b><br><i>(additional charge for document coding)</i>  |                                     |
| Oversize documents (size in excess of 11 x 17)                             | <b>\$10.00/page</b>   |                                     |
| <b>Wire Transfers</b>  | <b>Outgoing: International: \$50/wire      Domestic: \$25/wire</b>  |                                     |
| <b>Data/Audio/Visual Duplication &amp; Reproduction</b>                    | <b>CD/DVD:</b>  | <b>\$12.00</b> for each disc        |
|  | <b>Portable Media Devices:</b>  | Priced per <b>data</b> storage size |
| <b>Electronically Stored Information<br/>(Litigation Support Services)</b> | <b>Data Room:</b>   | \$750.00/room                       |
|  | <b>Data Processing:</b>   | \$200.00/gb per occurrence          |
|  | <b>Data Storage:</b>  | \$10.00/gb per month                |
|  | <b>Document Review Hosting:</b>   | \$25.00/gb per month                |
|  | <b>Review User License Fees:</b>  | \$80.00/user per month              |
| <b>Computerized Legal Research</b>   | <b>No charge for basic research.</b><br><b>\$35/search for public records, special treatises, briefs, motions and expert directory databases.</b><br><b>Specialized research at actual cost with prior client approval.</b> |                                     |
| Electronic retrieval of Court documents                                    | <b>\$0.40 / document</b>  |                                     |

|   |  |
|---|--|
| <b>Fax and Long Distance Phone</b>                            | <b>No charge for calls or Fax transmissions within the United States.<br/>Non-domestic and conference calls charged at actual cost.</b>  |
| <b>Travel (personal vehicle)</b>                              | <b>Current Standard Mileage Rate as allowed by the IRS</b>   |
| <b>Messenger Delivery and Service of Subpoenas or Summons</b> | Deliveries under 10 miles one way- <b>No charge</b> ; 10-25 miles one way - <b>\$30.00</b> ; over 25 miles one way - <b>\$10.00/hour plus mileage</b> ; Service of Subpoenas/Summons - <b>\$35.00 plus delivery.</b> |
| <b>Overnight Package Delivery</b>                             | <b>Charged at actual cost per package</b>  |
| <b>Postage</b>  | <b>No charge for routine postage</b> (under \$25 per day)<br><b>Bulk mailing postage:</b> at actual cost   |

**EXHIBIT B**  
**NOTICE TO CLIENTS OF BUTLER SNOW'S**  
**RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such= items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to

receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.