

---

---

## Law Office of Avi S. Rocklin, LLC

ATTORNEY AT LAW  
19 OLD TOWN SQUARE, SUITE 238  
FORT COLLINS, CO 80524

---

TELEPHONE: (970) 419-8226    FACSIMILE: (970) 797-1806    EMAIL: [Avi@RocklinLaw.com](mailto:Avi@RocklinLaw.com)    WEB: [www.RocklinLaw.com](http://www.RocklinLaw.com)

January 22, 2014

Mayor and Town Council Members  
Town of Johnstown  
450 So. Parish  
Johnstown, CO 80534

RE:    Legal Representation of the Town of Johnstown

Dear Mayor Romanowski and Town Council Members:

I am pleased that you are considering the Law Office of Avi S. Rocklin, LLC, to act as your counsel in connection with attorney services for the Town of Johnstown. This letter will summarize and confirm the terms and conditions upon which I will represent you.

### SCOPE OF SERVICES

I agree to represent you as Town Attorney. In that regard, I will represent you and provide such reasonable legal services as are necessary in day-to-day matters including attending Town Council meetings and responding to staff requests, and litigation including pre-trial, trial, and post-trial proceedings up to the rendition of judgment. At those times when I am on vacation or otherwise absent from my office for extended periods of time, I will provide the Town Manager with a telephone number, a fax number, or an e-mail address at which I will be available to the Town during my absence. Should, however, I be unavailable during such absence from the office by any of the foregoing means of communication, I will arrange for a backup attorney to respond to inquiries by the Town Manager or other Town staff members. Such arrangement will be coordinated with the Town Manager.

### ATTORNEY FEES

---

My objective is to handle your work in a cost effective manner, consistent with my commitment to provide you with high quality legal services. My charges for the services to be rendered are based upon the amount of time expended. Given that, I will seek payment for attorney fees in accordance with my current billing rate which currently is \$155.00 per hour (including transportation time, but at one-half the normal hourly rate) for routine matters, \$175 per hour for litigation, and \$195.00 per hour for developer applications, approvals, hearings, and related issues, and for developer litigation. All billing for representation will be to the Town of Johnstown, and payments of all invoices will be made from the Town of Johnstown. Any change to my hourly rate shall be subject to the approval by the Town Council.

---

### **COSTS AND EXPENSES**

In addition to hourly fees, I shall seek reimbursement for costs and expenses, such as fees fixed by law or assessed by courts, court reporters' fees, process server's fees, messenger fees, delivery charges, postage, parking, photocopying and other reproduction costs, FAX transmission costs, and other similar items, as well as transportation, meals, lodging, and other reasonable costs of any necessary out-of-town travel. Unless otherwise specified, the costs and expenses will be billed as follows:

Large Volume Photocopying and Fax Transmission: 15¢ per page or at cost

Other Costs and Expenses: Actual cost

### **BILLING**

I will bill on a monthly basis for all services and disbursements. My monthly statement will itemize all expenses incurred on your behalf. I bill out time in increments of one-tenth of an hour.

I expect payment within forty-five (45) days after the statement is mailed. I reserve the right to charge interest at the rate of 1½ percent per month on any portion of my fees and costs that are not paid within forty-five (45) days.

If you have any questions regarding any of my bills or any of the work I do on your behalf, please raise them with me immediately so that they can be resolved without delay.

### **EXPERTS, CONSULTANTS, AND INVESTIGATORS**

In the event it becomes necessary to hire expert witnesses, consultants, investigators, or an outside attorney for assistance, I will not hire such persons without your consent and only if you agree to pay their fees and charges.

### **CLIENT'S DUTIES**

---

I anticipate that you will cooperate with me, keep me promptly informed of any relevant developments in this matter, faithfully comply with this agreement, and keep me advised of your address and telephone number and any changes of such address or telephone number.

### **RESOLUTION OR SETTLEMENT**

No resolution or settlement of any nature shall be made as to any matter for which I represent you without your specific approval.

---

### **CONFLICTS OF INTEREST**

You recognize that I am not in a position to represent conflicting interests of different clients. Upon accepting any new client or new matter, I attempt to determine whether the engagement would present a conflict with any other matter pending of any other client. Because I am performing work for a number of clients, conflicts between the interests of various clients may be discovered after the engagement is undertaken or may develop during the course of the representation. Upon discovery of any such conflict, I will promptly inform you and will endeavor to work with you toward a resolution that is acceptable. If, however, the conflict can only be resolved by my withdrawing as your counsel, my obligation to you shall be limited solely to working with you to find an acceptable replacement.

### **OWNERSHIP OF FILES AND RECORDS**

Except with regard to original records or files which I accept upon the understanding that they belong to you, all files, copies of documents, correspondence or other materials that I accumulate in connection with your representation shall be my property. Upon the termination of my representation, I will return any property belonging to you upon your request provided that all fees and expenses have been paid. I shall require from you written authorization to transfer any property belonging to you to a third party. Copies of any files and other materials accumulated during my representation will be made available to you at your expense. I will retain files for a period of not less than seven (7) years and may, thereafter, destroy the files upon not less than thirty (30) days written notice of such intended destruction delivered to the Town Manager. After destruction, the files will no longer be available.

### **TERMINATION AND WITHDRAWAL**

You may request that I withdraw from any matter and case representing the Town of Johnstown at any time. I may withdraw from representing you with your consent or without your consent for good cause, such as failure to comply with your duties as provided above, failure to follow my advice on any matter material to your case, or if circumstances arise that would render my continuing representation unlawful or unethical. On the termination of our services, whether or not it is terminated by you or by me, all unpaid charges shall immediately become due and payable.

---

### **DISCLAIMER OF GUARANTEE**

I will use my best efforts in representing you but make no promises or guarantees regarding the outcome of any subject matter for which I am representing you. My comments regarding the outcome of any matter are mere expressions of opinion. I also do not guarantee any time frame within which the subject matter for which I am representing you will be resolved.

---

Please promptly advise me if any of the foregoing terms and conditions are not agreeable to you. Again, I would like to emphasize that I am looking forward to a mutually rewarding relationship with you. Please feel free to call me if you have any questions.

Very truly yours,

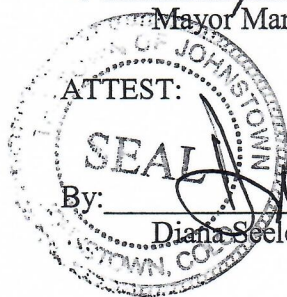


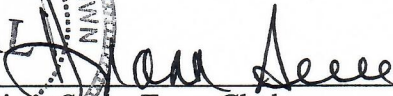
Law Office of Avi S. Rocklin, LLC  
Avi S. Rocklin

**TOWN OF JOHNSTOWN:**

By:   
Mayor Mark Romanowski

ATTEST:



By:   
Diana Seele, Town Clerk