

Zuckerman Legal

1500 N Grant St # 5538

Denver, CO 80203

www.zuckerman-legal.com

720.357.4294

Town of Palmer Lake

Glen Smith, Interim Town Administrator

42 Valley Crescent | PO Box 208 | Palmer Lake, CO 80133

Delivery via electronic mail at gsmith@palmer-lake.org

ENGAGEMENT and FEE PROPOSAL

Dear Mr. Smith:

Thank you for the Town of Palmer Lake's interest in Zuckerman Legal (the "**Firm**") as potentially assuming the role of interim Town Attorney. This engagement and fee proposal ("**Proposal**") is to offer terms of the Firm's representation of the Town as well as the Town's obligations as a client.

REPRESENTATION: The Firm will represent the Town on an interim basis as the Town Attorney and perform, as the need arises, the services listed under the "Purpose and Scope of Work" section of the Town of Palmer Lake's "Request for Proposal – Legal Services." The Town is engaging and authorizing the Firm to take any reasonable and customary actions which municipal attorneys take in conjunction with representation of municipal clients. For cause (and subject to court approval in certain cases), the Firm may at any time withdraw from representing the Town.

THE TOWN'S OBLIGATIONS AND RESPONSIBILITIES: The Town agrees to (1) cooperate fully with the Firm and promptly provide the Firm with all information known by or available to the Town which relates to relevant matters; (2) inform the Firm immediately of any changes in the circumstances of such matters; (3) respond on a timely basis to inquiries made by the Firm; (4) pay statements in full and on time, and (5) comply promptly with any Court order. The Town may terminate this engagement at any time, with or without cause, subject to court approval if the

Firm has filed an appearance as the Town's attorney in court, whereby the court would have to approve withdrawal of representation. In any event, the Town will remain responsible for payment of all fees and expenses incurred and charged by the Firm.

FEES AND COSTS: The Town will pay fees for the legal services the Firm performs on the Town's behalf. The hourly rate which would be charged by Harmon Zuckerman, Esq. for this matter is \$245.00, and fees will be assessed as the amount of time Mr. Zuckerman spends working on Town matters (in tenths of an hour) multiplied by the hourly rate. Travel to and from regularly scheduled meetings of the Board of Trustees will be charged at \$150.00/hour. All other Town-related travel will be charged at the regular hourly rate. The Firm will require reimbursement for any cost incurred by the Firm in connection with its handling of Town matters, including but not limited to mileage (at the current IRS per-mile rate), other travel-related expenses, postage, and service of process.

C.R.S. § 6-1-737(3)(b)(II) disclosure:

The total price for legal services to be provided under this Proposal cannot be precisely determined at this time due to the nature of legal work. Time spent working on municipal matters and reimbursement of expenses incurred in the Firm's representation of the Town will be the basis for the total price.

MONTHLY STATEMENTS: The Firm will prepare and send the Town statements monthly, at the electronic mailing address the Town specifies, detailing the legal services which were provided to the Town and setting forth the fees, costs, and expenses due and payable related to same. Every statement will contain a link to an electronic payment portal, and the Town agrees to pay via such portal unless the Town has arranged with the Firm to pay by other means.

PAYMENT: The total statement amount shall be paid to the Firm within fifteen (15) calendar days of the statement date. Any payment or portion thereof which remains outstanding thirty (30) calendar days after its statement date may, at the option of the Firm, be assessed interest at the rate of eighteen percent (18%) per annum (one- and one-half percent (1.5%) per month) until paid. The Firm may suspend work if billings are not timely paid.

EXPECTATION OF SUCCESS. The Firm agrees to provide competent service in every matter, but it cannot and will not promise or guarantee success in any matter. There is always a risk that others may disagree with the positions we take,

and there is no guarantee that a legal document, including any we draft, will be enforced or interpreted as the Town or we intend.

DEFAULT AND WITHDRAWAL. The Town’s failure to pay any amount due and owing to the Firm as provided above, or failure to otherwise comply with the terms of this Proposal, should the Parties execute a contract for services (an “**Agreement**”), would constitute a default under that Agreement and serve as the Town’s specific authorization and direction for the Firm to immediately cease performing legal services and/or withdraw from representation of the Town. In case of withdrawal, the Town is still obligated to pay when due all fees, expenses, and other sums due to the Firm. In the event the Firm employs any attorney, including the Firm, to enforce that Agreement and/or collect any sums due thereunder, the Town agrees that the Firm may include all the Firm’s costs, expenses, and attorney’s fees as part of any action and judgment the Firm may obtain, and that such a judgment shall earn interest at the default rate of eighteen percent (18%) per annum.

DISPUTES. The terms of the Agreement would be governed by the laws of the State of Colorado. If a claim or dispute arises between the Town and the Firm regarding the Firm’s legal services or its billing, it is agreed that the Town shall not file any lawsuit against the Firm without first participating in a minimum three-hour mediation session aimed at settling the dispute by mutual agreement, with each party to equally share in the cost of the mediator or mediation services. The parties shall participate in such mediation in good faith, but neither party shall have an obligation to compromise or settle against the party’s will.

Thank you for considering the Firm, and me personally, for this very important position.

Yours Truly,
Zuckerman Legal



By: Harmon Zuckerman, Esq.
harmon@zuckerman-legal.com