

Corey Y. Hoffmann
Kendra L. Carberry
Jefferson H. Parker
M. Patrick Wilson
Hilary M. Graham
Kathryn M. Sellars

Of Counsel
J. Matthew Mire

511 16th Street, Suite 610
Denver, CO 80202-4260
(303) 825-6444

Daniel P. Harvey
Ruthanne H. Goff
Katharine J. Vera
Elizabeth G. LeBuhn
Austin P. Flanagan
Kunal A. Parikh
Bria I. May
Nicholas A. Hartman

March 24, 2024

Via Email Only:
LeslieE@TownofFrisco.com

Leslie Edwards
Finance Director
Town of Frisco
P.O. Box 4100
Frisco, CO 80443

Re: Special Counsel Engagement

Ms. Edwards:

The purpose of this letter is to confirm our engagement to serve as special counsel and provide legal services to the Town of Frisco (the "Town") concerning a tax dispute with Bighorn Rentals over the Town's sales, lodging and STR excise taxes. We understand that Town may also want to engage our firm for other local tax issues as they may arise in the future. In establishing a relationship with a new client, we believe it is good practice to confirm the scope of our representation and other terms of our engagement.

I will perform and coordinate the services we perform on behalf of the Town. In connection with our representation of the Town, we may also use associates, paralegals and legal assistants employed and/or contracted with by our firm.

The ethics of our profession mandate that upon commencement of representation of a client on a legal matter, clients understand and agree with the financial commitments involved. We calculate fees based on hourly rates for the time spent by the respective attorneys involved. My hourly rate is \$350. Our hourly rate for associates is \$250, and for paralegal work, we charge \$140 per hour. In addition, we will bill for out-of-pocket expenses (to the extent they are incurred), including but not limited to: computerized legal research (Westlaw) charges, photocopy and

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reproduction charges, filing and service fees, court reporter and transcription fees, expert witness fees and postage. We will bill these disbursements monthly.

While representing you, we intend to assert the Town's position vigorously and efficiently. However, we want you to understand that in representing any client in a contested matter, we cannot promise or guarantee the ultimate success of the client's position.

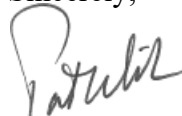
Either party may terminate this engagement at any time. Should our firm wish to terminate this engagement, we will provide you with at least 30 days prior written notice.

Finally, at any time after seven (7) years following the conclusion of this engagement we will destroy all files and documents related to this engagement, without notice to you unless prior to that time you request, in writing, the return of the files and documents.

If anything I have stated in this letter presents a problem or is unclear, please advise me promptly so that we may discuss it and reach a full understanding. Otherwise, please execute the enclosed copy of this engagement agreement and return it to me at your earliest convenience.

We welcome the Town of Frisco as a client, and we look forward to a mutually satisfactory relationship.

Sincerely,



Patrick Wilson

pwilson@hpwclaw.com

cc: Thad Renaud (via email)

Agreed to on behalf of the Town of Frisco, Colorado

Signature

Date: _____, 2024

Title

Authorized representative of the Town of Frisco