



Date: **October 6, 2022**

ATTORNEY and CLIENT FEE AGREEMENT

THIS AGREEMENT is entered into between ZWEIG LAW, PC, hereinafter referred to as “Attorney” or “Firm” and the following named individual, hereinafter referred to as “Client.”

Name: Town of Frisco
Address: PO Box 4100, Frisco CO, 80443

The Client and the Firm agree the Firm shall provide legal services for which the Client shall pay the Firm for **SERVICES** shall specifically be with regard to:

Risk management counseling relating to recreational amenities at Frisco Peninsula Recreation Area.

Services rendered prior to the signing of this Fee Agreement are included in the terms of this Agreement.

FEES: Fees may be charged on the basis of time and effort required (including communications with opposing parties and/or counsel), complexity of matters involved, difficulties encountered, skill required to perform the legal services properly, responsibility of the Firm, familiarity of the Firm with the area of law involved, time limitations or requirements imposed by Client or circumstances, amount involved, and results obtained. When time is used as one of the criteria, current hourly rates will apply. The current hourly rate for Brian A. Birenbach is **\$250.00**. The current hourly rate for a paralegal is **\$150.00** per hour. From time to time, as determined by the firm, statutes, or court rules, fees, rates and costs may change. The Firm specifically reserves the right to modify the hourly rates without amendment to this agreement, and add additional staff members to be billed at appropriate hourly rates. The firm shall advise the client of any rate changes no less than thirty (30) days in advance of such rate change.

RETAINER: Upon the signing of this Contract, Client will pay **\$0.00** to the Firm as a retainer which shall be used as an advance against fees and expenses. The Firm shall deposit this amount into a COLTAF trust account. If the sum held as a retainer is sufficient to pay the bill submitted, the Firm will withdraw the amount necessary to pay the bill. When the retainer is depleted, Client shall re-establish the retainer fund. Any balance remaining in the retainer fund upon termination of the Firm's representation shall be first applied to fees and expenses due and the balance returned to Client.

BILLING: Time is recorded on an hourly basis in one-tenth hour increments. Time shall be recorded for all work related to the Client's matter, including but not limited to telephone calls, conferences with the Client and others, legal research, factual investigation, preparation of correspondence and legal documents, reading and analyzing correspondence, emails and legal documents, preparation for and appearances in court and other meetings, and travel to and from court and other meetings.

EXPENSES: In most cases it is not possible to provide a Client with an accurate estimate of the costs and fees involved in the case. If Client requests, the Firm will attempt to estimate what a particular case may cost, but this is only an estimate and it should not be relied upon. Expenses related to providing services shall be included in the monthly statements. Expenses include, among others, photocopying, service of process, witness and filing fees, investigative and expert reports, long distance telephone charges, deposition expenses, computer time, messenger services, travel costs, transcripts, and similar charges. A fixed charge of \$50.00 may be billed at the outset of the representation for file setup and closing. Client will, if possible, be consulted if a single expense in excess of \$500.00 is to be incurred. The Firm is authorized to pay on behalf of Client any bills associated with the case, whether incurred by Client or the Firm. In some cases, the Client may be billed directly for some costs by a specific vendor. If paid by

the Firm, they will be charged to the Client as invoiced from the vendor. Whether the bills are paid by the Firm or not, Client will remain liable for the bills incurred for his or her case.

MONTHLY STATEMENTS: Statements are sent on a monthly basis to the email address of Client's choosing. Client is responsible for ensuring it has received the invoice by that date, regardless of whether late receipt is the fault of Client, the Firm, or a third party. The time expended through the last day of the preceding month will be shown on the statements. Statements are due and payable upon receipt unless other specific arrangements are made in writing. Fees are due immediately upon the rendering of services. If not so paid, no further services will be provided until the balance is paid in full. Client may decline to receive invoices electronically, in which case the Firm shall mail the monthly invoice to the address of Client's choosing under the same terms above.

☒ I have read and understand the Firm's paperless billing provisions. I would like monthly statements to be emailed to: dianem@townoffrisco.com.

☐ I decline to have my monthly statements sent electronically. I would like monthly statements to be mailed to: _____.

INTEREST: Payments shall be posted up to and including the 20th day of each month. An interest charge of 1.5% per month shall be added to any unpaid balance thereafter and will be compounded monthly.

PROMISSORY NOTE: If any sums are not paid when due, at Firm's request Client shall execute in favor of Firm a Promissory Note affirming Client's obligation to pay same, the terms of payment, and, if appropriate, a deed of trust or similar security.

AWARDED FEES/COSTS: If fees or costs are recovered for or on behalf of Client, those fees will be credited toward the fee/cost obligation of Client to the Firm. Such award shall not, however, relieve Client of the obligation to pay the balance of fees or costs due to the Firm.

COLLECTION: Amounts incurred by the Firm for collection of fees and costs owed by Client shall be the responsibility of Client. The Firm may seek and enforce an attorney's lien against documents, property or money of Client in its possession or against property or money acquired by its services, in accordance with Colorado law. The Firm shall be entitled to its attorney's fees and costs incurred for fee collection efforts against client.

DISPUTES: Queries or disputes as to the amount of a statement shall be brought to the attention of the Firm within fifteen (15) days of receipt of the bill. The statement will be reviewed and Client may be charged for this time unless the statement is in error. Any further disagreement must be brought to the Firm's attention, in writing, within thirty (30) days of the date of the invoice. Failure to do so indicates the Client's approval and acceptance of the bill as submitted and the Client understands that he or she cannot raise an issue as to the bill after the thirty (30) days has elapsed. If agreement cannot be reached, the matter may be submitted to the Legal Fee Arbitration Committee of the Colorado Bar Association for a final binding and judicially enforceable arbitration award concerning amounts due. Any other disputes or claims between Client and Firm may be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

FILES: The file created in this office for Client's case is the property of the Firm. Any original documents belong to Client and will be provided to the Client upon request. The Firm routinely provides copies of all pertinent documents to Client during the course of representation. Therefore, if a complete copy of the file is requested at any time, Client shall pay the copy costs of duplicating the pleadings, correspondence, exhibits, and documents. Client shall not be charged for an electronic copy of the file, but may, at the Firm's discretion, be invoiced for the time spent preparing the file. No copies of the attorney work product shall be provided at any time. In accordance with Colorado Rules of Professional Conduct Rule 1.16(a)(1), by signing this agreement, Client authorizes the destruction of the paper file at the conclusion of any pending or threatened legal proceedings known to the Firm after a period of ten (10) years has elapsed since the file was closed.

DISCLAIMER: The Firm will use its best efforts in representing Client; however, the Firm makes no promises or guarantees regarding the outcome of Client's matter. The Firm's comments regarding the outcome of the

matter are an expression of opinion. The Firm does not guarantee any time frame in which Client's matter will be resolved.

CLIENT RESPONSIBILITIES: While the Firm undertakes to represent Client's interests to the best of its collective knowledge, skill, and attention, the Firm cannot do its best without the full cooperation and commitment of Client. Client has and must provide the facts and all of the documents which evidence those facts for utilization in the matter.

TERMINATION: Client may terminate this Contract for any reason by notifying Firm in writing and shall promptly pay all amounts due. The Firm may withdraw as counsel for Client and terminate this Contract for any just reason by notifying Client in writing. Some examples of reasons for termination include, but are not limited to, Client's failure to pay fees and expenses within a reasonable time of Client's receipt of any bill, Client's failure to cooperate with the Firm, and any action or request by Client which would require the Firm to violate the Colorado Code of Professional Responsibility. If Court approval for withdrawal is required, the Firm will obtain that consent.

BINDING AGREEMENT: This contract shall be binding upon the Client, Firm, and the heirs, executors, legal representatives, successors and assigns of both parties.

READ BEFORE SIGNING: Read this Contract carefully before signing and retain a copy. ASK ANY QUESTIONS BEFORE SIGNING. Your signature acknowledges you understand the Contract and agree to all its terms.

Initial Retainer Deposit: **\$0.00**

TOWN OF FRISCO

ZWEIG LAW, PC

/Brian A. Birenbach

Hunter Mortensen, Mayor

Date

By: Brian A. Birenbach

ATTEST:

Calie Cuculis, Town Clerk