

Town of Lake City and Hinsdale County, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT (this "Agreement") is made and entered into on this 2nd day of September 2026, by and between the Town of Lake City, State of Colorado (hereinafter referred to as the "Town"), Hinsdale County, Colorado (hereinafter referred to as the "County"), and Collegiate Peaks Law & Mediation LLC. (hereinafter referred to as "Consultant"). The Town and County are referred to collectively as the "Clients."

RECITALS:

A. The Clients require professional services.

B. Consultant has held itself out to the Clients as having the requisite expertise and experience to perform the required services for the Project (the "Project") described on **Exhibit A**.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the Clients professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall provide the legal and consulting services described in **Exhibit A**, which is attached hereto and incorporated herein by this reference, subject to the terms and conditions of Section VI.

II. THE CLIENTS' OBLIGATIONS/CONFIDENTIALITY

The Clients shall provide Consultant with reports and such other data as may be available to the Clients and reasonably required by Consultant to perform hereunder. Pursuant to an intergovernmental agreement between the Town and County, the Town shall serve as the Clients' administrative representative under this Agreement and shall be responsible for performing all administrative, invoicing, payment, coordination, direction, and other day-to-day Project obligations of the Clients under this Agreement. Without limiting the foregoing, the Town shall be responsible for receiving, reviewing, and paying Consultant's invoices; providing notices to proceed and other administrative notices; coordinating the Clients' Project information, decisions, and communications with Consultant; and providing all directions, approvals, and authorizations required from the Clients in the ordinary course of the Project. Consultant may rely conclusively on directions, approvals, authorizations, and communications from the Town concerning those matters. No Project information shall be disclosed by Consultant to third parties without prior written consent of the Clients or pursuant to a lawful court order directing such disclosure. All documents provided by the Clients to Consultant shall be returned to the Clients. Consultant is authorized by the Clients to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The Clients acknowledge that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become

the property of the Clients upon completion of the services. Any reuse of the Consultant's documents is at the Clients' own risk without liability to the consultant.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant an amount not to exceed Ninety-Five Thousand Dollars (\$95,000.00). Payment shall be made in accordance with the schedule of charges in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder. Pursuant to an intergovernmental agreement between the Town and the County, the Town shall serve as the Clients' administrative representative for this Agreement and shall be solely responsible for receiving, reviewing, and paying Consultant's invoices and for performing the Clients' administrative and payment obligations under this Agreement. Consultant may rely on the Town's directions and approvals concerning those administrative and payment obligations. The County remains a party and joint client solely for the services described in **Exhibit A**.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the Town; provided, however, that Consultant shall submit invoices to the Town as the Clients' administrative representative.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the Town no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement.
3. Each invoice shall identify the applicable service category, date, description of services, time incurred, applicable rate, and reimbursable expenses.

C. The Town has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.

D. In the event payment for services rendered has not been made within forty-five (45) days from the timely receipt of the invoice for any uncontested billing, interest will accrue at the rate of twelve percent (12%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature,

suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment for all undisputed amounts is due within thirty (30) days after Consultant submits its final invoice. Final payment is not conditioned on Town approval of reports, deliverables, or other legal services.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the Town of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the Town, the Project shall be complete and Consultant shall furnish the Town the specified deliverables, as provided in **Exhibit A**.

VI. CHANGES IN SCOPE OF SERVICES

The parties acknowledge that the scope of services in **Exhibit A** is intended to be flexible and may be refined, supplemented, reduced, or otherwise amended as the Project needs develop. Any material amendment to **Exhibit A** must be approved in writing by Consultant, the Town, and the County. A material change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the Town and the County. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the Town shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. Consultant shall perform the services consistent with the professional skill and care ordinarily exercised by Colorado attorneys providing similar services under similar circumstances. Consultant does not warrant or guarantee any particular legal result, governmental action, or outcome.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations of the State of Colorado.

IX. INDEMNIFICATION

A. The Town and the County cannot and by this Agreement do not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. To the extent permitted by law, Consultant shall indemnify the Town and the County against third-party claims, damages, and reasonable costs only to the extent finally determined to have been caused by the negligent acts, errors, or omissions of Consultant in performing the services under this Agreement. Consultant has no duty to defend the Town and the County and has no obligation to indemnify the Town and the County for any claim, damage, loss, cost, or expense to the extent caused by the Town, Town Council, the County, the Board of County Commissioners or a person or entity other than Consultant.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. Consultant shall procure and maintain, and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws of the State of Colorado.
2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.
3. Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate. Consultant shall maintain this coverage during the term of this Agreement, subject to the terms, conditions, exclusions, and availability of Consultant's policy.
4. The policy required by Paragraph 2, above shall be endorsed to include the Town and the Town's officers, employees and representatives and the County and the

County's officers, employees and representatives as additional insureds thereunder. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the Town or County, their officers, their employees or their representatives shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required hereby shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

5. The certificates of insurance provided for the Town and the County shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Town and the County prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the Town and the County. The completed certificate of insurance for the Town shall be sent to:

Town of Lake City
230 N. Bluff Street
Lake City, Colorado 81235
Attn: Town Manager
townmanager@townoflakecity.co

The completed certificate of insurance for the County shall be sent to:

Hinsdale County
311 Henson Street
PO Box 277
Lake City, Colorado 81235
Attn: County Administrator
administrator@hinsdalecountycolorado.us

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the Town and/or the County may immediately terminate this Agreement or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
7. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the Town, the County and their collective officers and employees are relying on, and expressly reserve, all rights, immunities, defenses, limitations, and protections available under the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., as from time to time amended, or otherwise available to the Town, the County, and their collective officers and employees.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XII. TERMINATION

The Clients may terminate Consultant's services at any time, with or without cause, by written notice. The Town shall pay Consultant for services performed and authorized expenses incurred through the effective date of termination.

Consultant may withdraw from the representation or terminate this Agreement when required or permitted by the Colorado Rules of Professional Conduct, including for nonpayment after reasonable written notice and an opportunity to cure, a conflict of interest, illegality, material breach, or other good cause. Consultant will take steps reasonably practicable to protect the Clients' interests upon termination, consistent with applicable law and the Colorado Rules of Professional Conduct.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the Town or the County. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Clients determine that a conflict of interest exists, the Clients may treat such conflict of interest as a default and terminate this Agreement.

XIV. JOINT REPRESENTATION; CONFLICT WAIVER AND INFORMED CONSENT

The Town and County each knowingly and voluntarily waive any conflict of interest arising solely from Consultant's joint representation of them in connection with the shared Project and the services described in **Exhibit A**, and each gives its informed consent to that limited joint representation. The Town and County understand that their interests are presently aligned but could diverge concerning Project funding, priorities, governance, allocation of responsibilities or benefits, or other Project-related matters. Each Client has had the opportunity to consult independent counsel concerning this joint representation and gives informed consent to it.

The Town and County each consent to Consultant sharing with the other Client information material to the joint representation. Consultant will not agree to withhold from one Client information material to the joint representation at the request of the other Client. The Clients understand that attorney-client privilege and work-product protection may apply against third

parties, but communications relating to this joint representation may not be privileged as between the Town and County if they later become adverse concerning the Project.

If an actual conflict, material divergence of interest, or other circumstance arises that prevents Consultant from providing competent and diligent representation to both Clients, Consultant may withdraw from the representation as required or permitted by applicable law and the Colorado Rules of Professional Conduct. Consultant will not represent the Town against the County, or the County against the Town, in a dispute arising from or substantially related to the Project unless the other Client gives informed consent confirmed in writing at that time and the representation is otherwise permitted by applicable law and the Colorado Rules of Professional Conduct.

XV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Hinsdale, State of Colorado.

XVI. INDEPENDENT CONTRACTOR

A. Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the Clients for any purposes.

B. Disclosure: Consultant is not entitled to workers' compensation benefits, unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity, and Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.

XVII. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Clients shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVIII. ENTIRE AGREEMENT

This Agreement, Exhibit A, Exhibit B, and Exhibit C, the attached Legal Terms Addendum, constitute the entire agreement between the Clients and Consultant concerning the services. Any modification must be in writing and signed by the Town, the County, and Consultant. If a conflict exists between this Agreement and the Legal Terms Addendum concerning client identity, scope limitations, conflicts, confidentiality, attorney-client privilege, file handling, withdrawal, or other professional-responsibility matters, the Legal Terms Addendum controls. In all other respects, this

Agreement controls. Nothing in this Agreement requires Consultant to act inconsistently with the Colorado Rules of Professional Conduct or other applicable law.

XVIII. NOTICE

Any notice or communication between Consultant and the Clients which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The Town: Town of Lake City
Attn: Town Manager
1100 37th Street
Lake City, Colorado 81235

With Copy to:
Dan Krob
Krob Law Office, LLC
8400 E. Prentice Avenue
Penthouse
Greenwood Village, CO 80111

County: Hinsdale County
311 Henson Street
PO Box 277
Lake City, Colorado 81235
Attn: County Administrator

Consultant: Collegiate Peaks Law & Mediation LLC
Attn: Ashley Kappel
134 F Street, Suite 209
Salida, Colorado 81201

XIX. EFFECTIVE DATE AND EXECUTION

This Agreement shall become effective following execution by Consultant, County and Town. This Agreement may be executed in counterparts, including by facsimile or electronically, each of which shall be considered an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

TOWN OF LAKE CITY, COLORADO

By: _____
Dave Roberts, Mayor

ATTEST:

Christina Bowman, Town Clerk

HINSDALE COUNTY, COLORADO

By: _____
Name: Greg Levine, Chair

ATTEST:

Joan Roberts, County Clerk

CONSULTANT

By: _____
Title: _____

State of Colorado County of _____	
Signed before me on _____, 20__	
By _____ [Name of individual signing document]	
_____ Title of Office	Stamp Here
_____ Commission Expiration	

Exhibit A
Scope of Services

Attached.

Scope of Services

The consultant shall provide professional services necessary to implement Phase 1 of the Housing Plan. At a minimum, the scope of services shall include the following.

A. Governance and Organizational Implementation

The consultant shall assist the Town and County in developing practical governance and organizational structures to support ongoing housing implementation. Tasks include:

1. Develop annual housing work plan aligned with goals in the Hinsdale County/Lake City Comprehensive Housing Plan.
2. Support formal establishment of the Lake City-Hinsdale County Housing Authority.
3. Support formal establishment of the Lake City-Hinsdale County Housing Trust Fund.
4. Develop affordable housing programs and qualification systems.
5. Work with Town Manager and County Administrator on Community engagement as Needed.
6. Identify potential intergovernmental partnerships.

B. Grant Writing and Grant Administration

The consultant shall assist the Town and County in identifying, preparing, submitting, and administering housing-related grant opportunities. Tasks include:

1. Develop a grant funding calendar and submission schedule.
2. Funding pipeline management (Monitor grant cycles and matching funding programs to housing projects.)
3. Identify, apply for, and manage grant funding to support the creation and sustainability of affordable housing programs.
4. Maintain grant compliance files
5. Acquisition/rehab opportunity scanning for the Prop 123 Pipeline

C. Policy Implementation

The consultant shall assist the Town and County in advancing priority policy recommendations from the Housing Plan. Tasks include:

1. Draft and coordinate adoption of fee waiver policy for deed-restricted housing
2. Develop template deed restrictions and affordability covenants
3. Draft and coordinate adoption of ADU incentive program
4. Draft and coordinate adoption of ADU ordinance
5. Develop compliance systems
6. Develop tenant eligibility guidelines (AMI verification procedures)

D. Sustainable Revenue Development

The consultant shall assist the Town and County in evaluating and developing sustainable revenue options for housing implementation. Tasks include:

1. Support public outreach related to sustainable housing funding
2. Develop revenue projections

3. Provide fiscal impact analysis

E. Project Management and Reporting

The consultant shall:

1. Participate in a project kickoff meeting with the Town Manager, County Administrator, and other designated representatives.
2. Attend regular project coordination meetings, expected to occur at least monthly.
3. Provide monthly written progress reports to the Town Manager.
4. Track deliverables, deadlines, grant-related requirements, and action items.
5. Prepare a final Phase 1 Implementation Report summarizing work completed, deliverables produced, recommendations, and next steps.
6. Prepare a Phase 2 Readiness Plan

Exhibit B
Schedule of Charges

Attached.

Schedule of Charges

Hourly Rates Service Category	Hourly Rate
Consulting services	\$150/hour
Legal services	Discounted from \$395 to \$250/hour

Not-to-Exceed Amount

The total not-to-exceed amount for this engagement is \$95,000, inclusive of professional time and approved reimbursable expenses unless otherwise negotiated.

Estimated Hours and Budget by Task

The following budget allocates work by task based on the RFP scope. Actual hours may be reallocated among tasks with Town approval as project needs evolve, provided the total not-to-exceed amount is not exceeded. The proposed budget intentionally allocates a greater share of consultant time to governance, funding strategy, and policy implementation because these foundational investments establish the systems needed to support long-term housing production and position the Town and County to leverage future funding opportunities.

Task	Consulting Hours	Legal Hours	Estimated Cost
Task 1: Project initiation, coordination, and management	70	5	\$11,75
Task 2: Governance and organizational implementation	75	30	\$18,750
Task 3: Funding strategy, grant writing, and grant administration	125	5	\$20,000
Task 4: Policy implementation and program design	90	35	\$22,250
Task 5: Sustainable revenue development	70	15	\$14,250
Task 6: Final Phase 1 Implementation Report and Phase II Readiness Plan	30	5	\$5,750
Total	460	95	\$92,750

Reimbursable Expenses

Reimbursable expenses, if any, will be billed at actual cost without markup and only if approved by the Town in advance. Anticipated reimbursable expenses may include mileage or travel expenses for in-person meetings, if requested by the Town but will not exceed **\$2,250**. To preserve the budget, I anticipate conducting most meetings by video conference unless in-person attendance is requested for key public meetings, kickoff, board presentations, or engagement sessions.

Exhibit C
Terms of Representation

Attached.

EXHIBIT C

TERMS OF REPRESENTATION

Confirmation of Services. Collegiate Peaks Law & Mediation LLC is pleased to have this opportunity to serve you. The letter accompanying these Terms of Representation sets forth the scope of our representation. If what is set forth in the accompanying letter or in these Terms of Representation does not accurately describe your understanding of the services we are to perform or the terms for billing fees and expenses, please advise the attorney sending you the letter.

Scope of Representation. The scope of our representation at this time is limited to providing only those services that are described in the accompanying letter. Unless otherwise noted, we will render those legal services that are necessary to the representation. No other services are intended to be provided without our mutual agreement. Later, if you determine to change materially the scope of our representation, we will need to document that in additional correspondence. Our representation is also limited to working on behalf of the client identified in the accompanying letter. Consultant does not represent any other entity or individuals unless specifically stated in the accompanying letter. For this engagement, the Town is the sole client. Hinsdale County and the Town's Mayor, Council members, officers, employees, board and commission members, and other constituents are not clients in their individual capacities unless Collegiate Peaks Law & Mediation LLC separately agrees in writing after completing any required conflict analysis.

Methods of Communication. We are mindful of our obligation to preserve the client's confidential information. To that end, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this engagement. The exchange of documents using the Internet, or even direct computer-to-computer data transfer, may involve some risk that information will be retrieved by third parties. As part of these general issues, please be aware that (1) e-mail communication is not a secure method of communication in all circumstances, (2) any e-mail that is sent to the client or by the client may be copied and held by various computers that it passes through as it goes from the sender to the recipient, (3) persons not participating in our communication may intercept such messages by improperly accessing the client's computer or the lawyer's computer, or even some computer not related to either the client or the law firm which the e-mail passes through. However, it has been our experience that most current business communications are accomplished by electronic means. Collegiate Peaks Law & Mediation LLC will assume that you have no objections to such communications and consent to receive communications via electronic means unless you notify us in writing to the contrary.

Attorney-Client Communication. Our statements generally contain information protected by the attorney client privilege. As the privilege could be deemed to have been waived if someone other than the client sees the privileged material, we recommend that you keep all of our statements in a separate file marked "Attorney-Client Privileged Materials," and keep the file in a secure place. The Town is subject to applicable public-records law. The parties will cooperate in good faith to preserve attorney-client privilege and work-product protection to the extent applicable.

Payment of Third-Party Expenses. Consultant prefers that you pay directly any significant outside expense items related to your work and, when possible, we will direct such expenses to you for payment. Therefore, we often ask our vendors to bill our clients directly rather than having us incur the expense and then including the amount on our statement. For expenses under \$200, however, we will pay such fees and costs in advance and seek reimbursement on your next invoice statement. All fees and expenses are subject to the Agreement not-to-exceed amount unless the parties agree otherwise in writing.

Use of AI. During this engagement, we may utilize generative artificial intelligence (“GenAI”) to improve the efficiency and quality of our services. While GenAI, like all technologies, presents certain risks — including potential inaccuracies in generated content, data security concerns, and possible technical malfunctions — we have adopted appropriate safeguards to address these risks, and our attorneys supervise, critically evaluate and verify all GenAI-generated outputs. Further, Consultant is committed to ensuring our utilization of GenAI fully complies with national, state and local ethical obligations, procedural rules and best practices. By engaging our services, and unless you notify us otherwise in writing, you consent to our use of GenAI. We believe, and you acknowledge, that the expected benefits of this technology outweigh the associated risks.

Conflicts of Interest. Consultant represents many other clients, and some of our present and future clients may have disputes, transactions or other business with the Town during the time that we are representing the Town. Consultant will be precluded, however, from (i) representing, in any matter that is the same as or substantially related to any matter in connection with which we have represented or are representing the Town, any other client whose interest in that matter is directly or materially adverse to the Town interest; or (ii) using any information relating to our representation of the Town to the disadvantage of the Town, except as permitted by applicable rules of professional conduct. Except as provided in the preceding sentence, we will have the right to continue to represent or to undertake to represent existing or new clients in matters in which the interests of those clients are adverse to the interests of the Town, including litigation, transactional and other matters in which the Town is a party or is otherwise interested. Parties who are adverse to the Town in matters in which we represent the Town may, from time to time, seek to retain us to represent them in unrelated matters. We will have the right to represent any such party so long as the matter in which we represent it is not substantially related to any matter in which we represent the Town and we believe that the representation of that party will not adversely affect our relationship with the Town. Any conflict requiring informed consent will be addressed in accordance with the Colorado Rules of Professional Conduct.

Termination of Services and Representation. You may terminate our services at any time. Termination of our representation does not, however, relieve you from the responsibility of paying those fees and expenses incurred through the date we were notified of such termination. Similarly, we may withdraw from this representation for a number of reasons, including failure to promptly pay the amounts indicated in our statements; failure to disclose all facts material to our representation; failure to act in accordance with our advice; or development of one or more circumstances which, in our judgment, impair our ability to maintain an effective attorney client relationship. Any withdrawal will be undertaken only when required or permitted by applicable law and the Colorado Rules of Professional Conduct and in accordance with the Agreement’s notice requirements. Upon termination of our services and representation by the client or our withdrawal from representation of the client, we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the client to the date of termination or withdrawal. We also will be entitled to payment at our standard billing rates for any work required of us in connection with the turnover of files to the client or new counsel and the orderly transition of pending matters to new counsel, and we also will be entitled to reimbursement of all expenses incurred by us in connection with such work. We will return to the client all papers and property belonging to the client, subject to applicable law and the Colorado Rules of Professional Conduct. Papers and communications that are part of Consultant’s administrative process although they may concern the client do not belong to the client. We reserve the right to make, at the client’s expense, and retain copies of all documents generated or received by us in the course of our representation of a client. If a client requests documents from us, either during the course of our representation of the client or in connection with or following termination of or withdrawal from such representation, such documents will be provided at the client’s expense, including both reproduction costs and professional fees for time expended in reviewing files to locate requested documents.

Estimates of the Cost of Services to be Performed. From time to time, you may ask us to make an estimate of the cost of completing all or part of your matter. Because it is often difficult to estimate at the beginning of a project how much time it will take to complete it, we treat any estimate as an “educated guess” and not as an assurance that we will be able to do the work for the estimated price. When an estimate is given, we will advise you when we are nearing the estimated price, and we will also advise you if we become aware that the estimate may be exceeded. At that time, you can decide whether to terminate our work on the project, modify the project, or proceed to completion with a different cost estimate. Any work that would exceed the Agreement’s not-to-exceed amount requires the written authorization required by the Agreement.

Completion of Matter. After a particular matter is completed, we do not (unless you specifically request in writing that we do so) undertake to continue to review that matter and update you concerning legal developments, such as changes in applicable laws or regulations. If you do ask us to review a specific matter on which we have previously worked, we will consider that to be a new representation. Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant to your operations, we are not undertaking to do so as a part of this representation. Unless previously terminated, our representation will end upon our sending you our final statement for services rendered with respect to this matter. If, upon any termination or completion of a matter, you wish to have your documents in our possession delivered to you, please advise us.

No Guarantee. We will perform our professional services on your behalf to the best of our ability, but we cannot make and have not made any guarantees regarding the outcome of our work on this project. Any expressions by us about the outcome of this project are our best professional views only and are limited by our factual knowledge at the time they are expressed.