

August 13, 2023

Steven M. Taber
staber@leechtishman.com

VIA USPS AND ELECTRONIC MAIL
(rhg@hpwclaw.com)

Ruthanne H. Goff
Hoffmann, Parker, Wilson & Carberry
511 16th St., Suite 610
Denver, Colorado 80202

***Re: Legal Services Regarding Aviation Noise and Emissions from
Rocky Mountain Metropolitan Airport***

Dear Ms. Goff,

This letter of engagement follows our recent conversation indicating the Town of Superior, Colorado, ("Client") desire to obtain legal services regarding issues of aviation noise and emissions from Rocky Mountain Metropolitan Airport. We look forward to our providing legal support to you. Information on the legal practice of Leech Tishman Fuscaldo & Lampl is available online at <http://www.leechtishman.com>; I can further discuss with the Town any aspect of the support we can provide you.

This letter outlines the terms under which Leech Tishman Fuscaldo & Lampl will take on the Town's representation with respect to this matter.

We desire to act as the Town's counsel. I will be the Town's principal point of contact and will support the Town's activities from our Southern California offices, but my Associates, Daniel Yeomans, in our Pittsburgh offices, and Esther Choe, in our Pasadena offices, will be assisting me. We believe that we can be of value to the Town in these sorts of matters. We maintain errors and omissions insurance coverage applicable to our work for the Town and will provide a copy of our coverage to the Town upon the signing of this engagement letter. Note that if the Town has other corporate or transactional needs, to optimize the legal support we provide, we will shape the team supporting the Town as needed to address an ongoing or emerging requirement.

LEECH TISHMAN FUSCALDO & LAMPL, INC.

200 South Los Robles Avenue | Suite 210 | Pasadena, CA 91101 | T: 626.796.4000 F: 626.795.6321

LEECHTISHMAN.COM

The Town has hired us to provide the Client with information, analysis, and advice regarding issues of aviation noise and emissions that the Client's residents are experiencing from aircraft associated with Rocky Mountain Metropolitan Airport. At this point, the drafting of a memo and a presentation to the Client is contemplated. Should the Client desire additional services, we will amend this Agreement.

The offices of Leech Tishman Fuscaldo & Lampl exist for a commitment to its clients; our goal is to provide the Town with quality legal services on a prompt and efficient basis. That quality can only be maintained where the Town is forthright with the Town's legal issues and personal aims as needed and requested and are available to us for consultation and guidance. Service is my first priority, and my goal is to meet the Town's needs; I am accustomed to the demands of emergency situations and will do all I can to assist the Town should such needs arise.

As we go forward, in exchange, Leech Tishman Fuscaldo & Lampl expect to be compensated fairly and promptly. Attorneys typically bill on an hourly basis. In addition to the incurring of time supporting the Town's activities, various expenditures may be made on the Town's behalf for which reimbursement will be appropriate. This includes copying and expedited post expenses. For the Town's information, the Court requires that each active member of the Court receive a hard copy of the Petition for Petitions for Rehearing En Banc.

I want the Town to know that for matters on which I work, such as this, my usual billing rate for this type of matter is \$490.00 per hour, and the hourly rates of other attorneys and professionals in the office who might assist me are scaled based upon experience and, in some cases, specialty practice (generally \$280.00 to \$690.00 per hour for partners, \$220.00 to \$320.00 per hour for associates, and \$55.00 to \$240.00 per hour for paralegals, however certain professionals with particular expertise in, for example, intellectual property, creditor rights, and securities work, have higher rates); billings for time are reflected in tenths of hours worked.

Our statements show the services undertaken and provided with particularity. Payments for expenses are not included in the flat rate. The Town will be responsible for payments of disbursements to other people or businesses, and direct charges for postage, travel (at mileage rates set by the United States Internal Revenue Service for reimbursable travel; currently, for 2023, \$0.535 per mile), telephone, facsimile, postage and other similar costs which may be incurred and charged, will be reflected separately. Although the Town authorizes us to incur such charges in the performance of services for you, we commit to discuss with the Town the incurring of significant expenses before they arise. In the event a matter requires travel, time charges are not incurred for travel to or from meetings where such travel is consistent with local commuting; travel required during the middle of

the business day which diverts attention from other matters may attract a time charge. Statements are provided periodically (such as monthly) and payment is typically expected within thirty days after receipt. Amounts delinquent after thirty days shall bear a service charge, not an interest charge, at the rate of 1.5 percent per month. At this point, I do not anticipate that there will be any expenses incurred.

Payment can be made by check or, if more convenient, by wire transfer or credit card. Payments are to be made in United States Dollars.

If the Town's account is not paid monthly, we shall be paid for all accrued receivables from the first proceeds of any matter on which we are working which generates a payment to you; thereafter reverting to re-loading of the retainer or monthly billing and payment for follow-on or further work. In doing so, we claim, and the Town grants to us, a first right of recovery and a lien as to such money or payment. By the Town's execution of this engagement letter, the Town agrees that these payment terms are fair and reasonable under the circumstances, and that the Town understands them. Note that the Town may seek the advice of an independent lawyer of the Town's choice as to these terms; we give the Town a reasonable opportunity to do so before the Town signs this engagement letter.

If the scope of our engagement expands beyond the activities addressed above or otherwise intensifies, the terms of such representation should be discussed by us prior to the initiation of those services.

It would have to be understood that, in the event statements tendered are not paid as discussed herein or as otherwise agreed, or with other good cause or the Town's consent, Leech Tishman Fuscaldolo & Lampl would be entitled to withdraw as counsel for the Town's activities; similarly, the Town has the ability to discharge us at any time.

Should we have to withdraw due to the Town's failure to make payment as discussed herein or as otherwise agreed, we would be entitled to seek that compensation from the Town by all lawful means. Of course, the Town's failure to make payments, breach of the Town's obligations herein, refusal to work with the firm on the matters covered hereby, failure to follow this office's advice on material matters, or events which make our continued representation unlawful, unethical or difficult are among those actions that would constitute 'good cause' as described above.

If there is a dispute between the Town and us concerning the fees charged to you, we agree to resolve such a fee dispute through binding arbitration; prior to that arbitration, agreeing further to attempting to resolve that dispute in mediation before a mutually acceptable mediator. We commit to the Town that such mediation shall be conducted within one month after a written request therefor unless we otherwise agree to a longer time. The prevailing party shall be reimbursed the reasonable expenses, including costs of counsel and consultants or experts, incurred in resolving the dispute.

In order to provide the Town with efficient and convenient legal services, we will frequently communicate with and transmit documents to the Town using electronic mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, the Town are consenting to such e-mail transmissions with the Town and the Town's representatives and agents. In addition, we may use a cloud computing backup service with servers located in a facility other than in our office. Copies of our electronic data, including emails and documents, may be stored in this manner. By entering into this Agreement, the Town understands and consents to having communications, documents and information pertinent to the Town's matter stored through such a cloud-based service.

If the Town agrees to a business relationship on the above terms, please date and sign a counterpart of this letter and return it to me.

Our work will commence upon confirmation of the receipt of the executed counterpart of this engagement letter.

We look forward to working with the Town on an efficient and appropriate addressing of this legal matter and to serving the Town's future legal needs.

Very truly yours,

LEECH TISHMAN FUSCALDO & LAMPL, INC.
A Professional Law Corporation


Steven M. Taber

The foregoing engagement terms are read, approved, and agreed:

The Town of Superior, Colorado

By: 

[Name] Mark Lacis
[Title] Mayor

Date: September 12, 2023