

# ICENOGLER | SEAVER | POGUE

A Professional Corporation  
Attorneys at Law

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ALAN D. POGUE  
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January 28, 2014

VDW Metropolitan Districts Nos. 1 – 3  
c/o Pinnacle Consulting Group, Inc.  
1627 E. 18<sup>th</sup> Street  
Loveland, CO 80538

**RE: Engagement Letter and Fee Agreement**

Dear Board of Directors:

I am pleased to submit the following engagement letter for Icenogle Seaver Pogue, P.C. to continue to provide legal services to VDW Metropolitan Districts Nos. 1 – 3 (the “Districts”). This letter will confirm the understanding and agreement between the Districts and the firm of Icenogle Seaver Pogue, P.C., (the “Firm”) concerning the legal services the Firm will perform for the Districts.

We believe it is good practice to set forth in writing (and some detail) the elements of our mutual understanding in establishing our attorney-client relationship. While some of the matters covered in this engagement letter may never be relevant or of concern between us, we hope you will understand that as attorneys and counselors it is our natural function to try to make communication clear and complete, and to anticipate and resolve questions before they arise. We also believe that the performance of our services may require your effort and cooperation. Consequently, the better we each understand our respective roles, responsibilities and contributions, the more efficient, effective and economical our work for you can be.

**Personnel**

We will commit to perform work on the Districts’ behalf in a responsive, thorough and competent manner. We cannot and do not guarantee the success of any given undertaking, but we will strive to represent the Districts’ interests as vigorously and as efficiently as possible. I will be the primary attorney designated as the contact person for legal matters on behalf of the Districts. I will attend the board meetings and will handle preparation of all documents and other legal work product the Districts require. Deborah Early, a shareholder in our firm, and Stacie Pacheco, a legal assistant/paralegal, will assist me to ensure timely service to the Districts, but I will be directly involved in all of the Districts’ legal work.

### **Fee Arrangement and Billing**

The Firm bills its personnel on a per hour basis. The Firm's hourly rates for calendar year 2014 are included in the fee schedule (Attachment "A" hereto). Examples of services that will be billed to the Districts include, but are not limited to, factual and legal research, negotiations, phone calls, meetings, correspondence, document review and drafting and such other items as are required within the broad scope of work associated with representing special districts. Services will be billed in one-tenth of the hour increments.

### **Billing**

The Districts may also be charged for certain expenses incurred relating to the representation, such as courier charges, travel expenses and mileage, excess photocopying and postage, costs billed by third party vendors, and any out-of-pocket expenses related to the representation that we might incur on the Districts' behalf.

Services rendered and expenses incurred by the Firm prior to execution of this agreement relating to this project, if any, are included within its terms.

We will render you, each month, a comprehensive billing statement detailing the exact services rendered and the exact amount of time spent in performance. Following review and adjustment if necessary, the Districts shall pay for the total time at the rates contained in the fee schedule (Attachment "A" hereto), with the current rates in effect during any periods of representation.

### **Conflicts of Interest**

The Colorado Rules of Professional Conduct require the Firm to evaluate whether there exist any ethical constraints to representing the Districts on an ongoing basis. The Firm has completed the conflicts check and has found no current conflict between the Districts and our existing or former clients.

### **Termination of Engagement**

The Districts have the right to terminate this engagement at any time. Likewise, the Firm may cease representing you at any time, provided that no interest of the Districts is impaired or threatened as a result. In either event the Districts will only be charged for expenses incurred and the services the Firm has rendered to that date. The Districts acknowledge that the Firm makes no claim or guarantee as to the success of any matter undertaken by the Firm in this representation. All expressions made by any attorney of the Firm relative to the engagement described herein are solely matters of the attorney's opinion.

The terms herein represent the entire agreement of the parties concerning the representation of the Districts by the Firm. The agreement represented by this letter may not be amended or modified except in writing and signed by both parties hereto.

### Certification Regarding Employment of Illegal Aliens

Our firm acknowledges the passage of Section 8-17.5-101, *et seq*, of the Colorado Revised Statutes, which law requires certain measures to be taken by public entities and its contractors providing services to such public entities to ensure that an illegal alien does not perform work on a public contract for services. Pursuant to the requirements set forth therein, we have attached (Attachment "B" hereto) a certification to this engagement letter certifying that the Firm (1) does not knowingly employ or contract with an illegal alien, (2) has participated or attempted to participate in the Basic Pilot Program, administered by the United States Department of Homeland Security, and (3) has not or will not enter into any contract for purposes of providing legal services to the Districts with any subcontractor that fails to certify to the Firm that the subcontractor does not knowingly employ or contract with an illegal alien and that the subcontractor has participated or attempted to participate in the Basic Pilot Program.

### Approval

If this letter setting forth the terms of this engagement meet with your approval, please date and sign both the enclosed duplicate copies of this letter in the spaces provided at the bottom, return one to me and retain one original for your files.

Thank you again and I look forward to continuing the relationship with the Districts.

Sincerely,

ICENOGLÉ | SEAVER | POGUE  
A Professional Corporation




Alan D. Pogue

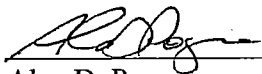
Attachments

By signature of an authorized representative below, the Districts acknowledge having reviewed this entire Agreement, have discussed the engagement of the Firm for its General Counsel work, and the Districts understand the entire Agreement and agree to freely and voluntarily comply with each and every term contained in the Agreement and hereby consent to the representation provided for herein. The Districts further acknowledge that they have been advised not to sign this Agreement if it is unsatisfactory.

**VDW METROPOLITAN DISTRICTS NOS. 1 – 3**

By:   
Its: President  
Date: 3.27.14

**ICENOGL SEAVR POGUE, P.C.**

By:   
Alan D. Pogue  
Date: 23 January 2014

# ICENOGLLE | SEAVER | POGUE

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## ATTACHMENT "A"

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### 2014 BILLING RATES

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T. Edward Icenogle	Shareholder	\$340.00 per hour
Tamara K. Seaver	Shareholder	\$315.00 per hour
Alan D. Pogue	Shareholder	\$315.00 per hour*
Deborah A. Early	Shareholder	\$235.00 per hour
Jennifer L. Ivey	Shareholder	\$225.00 per hour
Stacie L. Pacheco	Paralegal	\$135.00 per hour
Donette B. Hunter	Paralegal	\$135.00 per hour

#### \* District's Discounted Rate

Alan D. Pogue	Shareholder	\$265.00 per hour*
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**ATTACHMENT B**

**CERTIFICATION REGARDING ILLEGAL ALIENS  
CERTIFICATION  
REGARDING ILLEGAL ALIENS**

To: VDW METROPOLITAN DISTRICTS NOS. 1 – 3

I, Alan D. Pogue, as Shareholder of Icenogle Seaver & Pogue, P.C., (the "Firm") for that certain contract for legal services ("Agreement") to be entered into with VDW Metropolitan Districts Nos. 1 – 3, do hereby certify on behalf of said Consultant that, as of the date of this Certification, Consultant does not knowingly employ or contract with an illegal alien who will perform work pursuant to this Agreement and that the Firm will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program pursuant to Section 8-17.5-102(5)(c), C.R.S. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement.

Executed on the 28th of January, 2014.

ICENOGL SEAVR & POGUE, P.C.



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By: Alan D. Pogue  
Its: Shareholder