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(303) 390-0033

December 13, 2011

Parker Jordan Metropolitan District  
Bob Blodgett  
District Manager  
8390 East Crescent Parkway, Suite 500  
Greenwood Village, CO 80111

RECEIVED  
JAN 0 1 2012

Dear Mr. Blodgett:

We at Jackson Kelly PLLC (the "Firm") are pleased that you have selected the Firm to serve as your counsel. Our client in this engagement is the Parker Jordan Metropolitan District. This engagement involves consultation regarding water rights in connection with a construction project on Cherry Creek.

This letter will confirm our engagement by you and includes the attached policies entitled *Jackson Kelly PLLC Client Engagement Policies*. These policies and this letter will apply to our representation of you in this and any future engagement unless we agree in writing to mutually acceptable alternatives. It is important that you read the enclosed Engagement Policies and we encourage you to write or call if you would like to have clarification of anything in this letter or the attached policies.

In undertaking this representation, our objective is to represent you to the best of our ability without forfeiting the existing representation of existing or potential clients. The Firm has represented, and continues to represent, many different corporate and individual clients with various business interests in numerous industries. Therefore, as a specific condition to our undertaking your representation, you understand and agree that the Firm may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to the matter we are handling on your behalf, even if directly adverse to your interests, as further explained and limited in the attached Engagement Policies.

Please be aware that our representation of you shall not give rise to an attorney-client relationship between the Firm and any of your affiliates or any owners, partners, members, managers, directors, officers or employees of you or your affiliates. Therefore, we urge you to consult with us before disclosing any attorney-client confidences to others.

We have elected to commence this representation without requesting a retainer. However, we reserve the right to request a retainer at any time during the course of this representation, should we deem it advisable to do so. Failure to pay such retainer may result in our withdrawal from your representation.

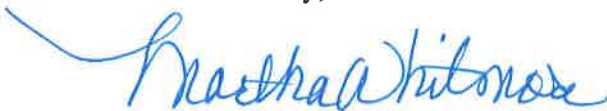
Our billing practices are outlined in our Engagement Policies and you agree to pay us for our services in accordance with our Engagement Policies. Our current hourly rates range from \$155.00 to \$505.00 for lawyers and from \$55.00 to \$155.00 for paraprofessionals, depending on the experience and expertise of the person performing the service and the nature of the work. My current hourly rate is \$325. We review hourly rates at least annually and adjust them based upon costs and experience. Our fee structure takes into account the fact that we charge separately for computer-aided legal research and other expenses as outlined in our Engagement Policies.

Once again, we are pleased to have the opportunity to represent you. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the potential outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

If you have questions about any aspect of our engagement or our invoices from time to time, please feel free to raise those questions. We are open to discussion of all of these matters, including the amount of our invoices. It is important that we begin and proceed on a mutually clear and satisfactory basis. We want you to be a satisfied client.

If you disagree with any of these terms, please advise me in writing within 10 days of the date hereof. Otherwise, we shall assume that you consent to the terms of this letter and the attached policies.

Sincerely,



Martha P. Whitmore



Wm. David Byassee

MPW/dnb  
Enclosure: Client Engagement Policies

**JACKSON KELLY PLLC**  
**CLIENT ENGAGEMENT POLICIES**

Jackson Kelly PLLC is pleased to have the opportunity to serve as your counsel. Unless an agreed engagement letter alters these policies, they will apply to our representation of you.

**I. Joint Expectations**

We view the practice of law as an honorable profession and we will endeavor to perform our services for you in accordance with the highest ethical and professional standards. You can expect us to represent you zealously with integrity, honor and compassion. In return, we expect candor, honesty and cooperation from you. We believe that the fees which we charge you are fair, in accordance with our agreement and professional standards. Our fee arrangement with you anticipates prompt payment by you, as noted below. If you anticipate an inability to pay promptly, we expect you to immediately notify us in order that we may either discontinue our representation or agree to some alternative fee arrangement.

**II. Work Assignments**

Unless we otherwise agree with you, the lawyer principally responsible for your work may assign parts of such work to other lawyers or other personnel in the Firm under his or her supervision. The supervising lawyer will continue to be responsible for the entire assignment. Absent a specific request, our practice is to have work performed at the lowest guideline billing rate by lawyers or paraprofessionals (under lawyer supervision) having the appropriate experience and expertise.

**III. Fees, Charges and Related Matters**

A. **Fees.** We believe that our fees are competitive with those charged by other firms with our experience. Our fees are formulated to reflect the value of our services to our clients. To help us determine the value of our services, we ask each of our attorneys, paralegals, legal assistants and certain clerical personnel providing specialized support to maintain time records for each client and matter. These individuals are assigned hourly rates, which are reflected on the billing statement sent to clients. These hourly rates are adjusted from time to time (generally once a year) and can change during the course of our engagement. In accounting for the hours attributable to an assignment, the billing attorney may take into consideration efficiencies and value resulting from the Firm's technology and other resources that provide benefit to the client that is greater than would be reflected in the hourly rate of the individual lawyer involved.

If some or all of the matter for which we have been engaged is covered by your insurance company, we will cooperate with your company with regard to reporting and will bill them in accordance with accepted procedures. However, we view you, not the insurance company, to be our client and we shall look to you for payment of our services and expenses in this engagement to the extent that they are not covered by your insurance company or not paid in a timely fashion by the insurance company.

B. **Charges.** Although fees for our professional services normally make up the bulk of our charges, we may also incur other costs. The amount of these costs in proportion to fees varies from client to client and matter to matter. To ensure that we charge the clients and matters causing us to incur these costs, we have not considered such costs in establishing our fee structure, but rather charge such costs separately to the appropriate clients. In addition to our fees for services rendered, our statements will include charges for items such as long distance telephone, special postage, facsimile, messengers, overnight deliveries, travel, photocopying, scanning, and use of special services such as printers, indexing on CDs, or experts, if needed. Our statements will not include charges for secretarial services or overtime. In litigation matters, we include payments we must make for process servers, court reporters, witness fees and so forth. We also include as an expense the use of certain computerized data and legal research systems that in our experience significantly reduce legal research time and its cost. We may request that large disbursement items be billed directly to you for payment or that you advance these costs.

We make every effort to include disbursements and expenses in the statement for the month in which they are incurred. Some disbursements and expenses, such as telephone charges, are not available to us until the following months, in which case either a subsequent statement will be rendered to you for these additional charges, or an estimated amount will be included in the initial billing and an adjustment made when the actual disbursement information is available.

C. **Retainer.** For engagements that we accept for other than regular clients, our normal practice is to require a retainer or security deposit in advance of our performing any significant services. On occasion, such a deposit is required at a later time due to payment irregularities. In either event assuming your invoices are thereafter kept current, this deposit will be retained by us and applied against our final billing for services and charges including any then outstanding unpaid invoices. If our final billing together with unpaid invoices is in an amount less than the deposit, we will refund the difference. The engagement letter will state whether an advance has been required before undertaking a particular representation.

D. **Payment Terms.** Our normal procedure is to invoice clients monthly for services rendered and charges incurred in the prior calendar month, but occasionally time entries and costs may be delayed to a later billing period. Our invoices are payable, in the amount stated, upon receipt and are without interest for thirty (30) days following receipt. We reserve the right to stop work on all matters we are handling for a client if any amount invoiced to such client is 60 days or more past due and to withdraw from representation upon this basis. In addition, we reserve the right to impose the legal rate of interest on all fees and charges not paid within thirty (30) days following receipt.

E. **Audits.** If you have engaged a Firm to conduct legal audits on the work which we provide to you pursuant to this engagement, we will make every reasonable effort to cooperate with your auditor, subject to the Rules of Professional Responsibility; will be available to discuss the audit's results and recommendations with you; and will make such adjustments as we in our sole judgment deem reasonable. However, we pride ourselves on the integrity and efficiency of our timekeepers and unless agreed to in advance, we are not bound by the audit adjustments and are not obligated to provide such information to third parties, except under

certain very specific Professional Rules of Responsibility conditions. With regard to accounting audits, we shall also comply with professional agreements in responding and will charge you for those responses.

F. **Electronic Billing.** We will make every reasonable effort to transmit our invoices to you in an electronic format if so requested. Unless otherwise specifically agreed to in writing, any charges, fees or discounts to either third parties or you will be your responsibility and if advanced by us will be included in the next monthly invoice to you for payment.

G. **Fee Estimates.** Any estimates of anticipated fees that we provide are, due to the uncertainties involved, necessarily only an approximation of potential fees. Under no circumstances are such estimates a maximum fee quotation. Our actual fees will be determined in accordance with the policies described herein.

#### **IV. Conflict of Interest Policy**

As a specific condition to our undertaking your representation, you understand and agree that the Firm may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to the matter we are handling on your behalf, even if the interests of such other clients in those other matters are directly adverse to yours, and even if those other matters ripen into or involve litigation between such other clients and yourself.

We agree, however, that your prospective agreement and consent to such conflicting representation shall not apply in any instance where, as a result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a nonpublic nature that, if known to such other client, could be used to the material disadvantage of your interests in the matter involved. Nor shall it apply to permit us to represent any client against you in any litigation or similar proceeding in which we represent you.

We assume that you are familiar with the potential consequences of such a prospective conflict of interest waiver by virtue of your business sophistication and experience in one or more other matters. Nevertheless, you may want to consider consulting separate counsel regarding your waiver on the terms set forth herein. We encourage you to do so before agreeing to these terms of representation.

## V. Other Matters

A. **Term of Engagement.** You have the right to terminate our engagement at any time. Similarly, subject to our ethical obligations to give reasonable notice in order for you to arrange for alternative representation, we may terminate our engagement at any time. Should either of us exercise the right to terminate the engagement, you agree to sign promptly a Substitution of Counsel Agreement authorizing our withdrawal as counsel of record in any pending proceeding. In the event of such a termination prior to conclusion of our representation of you in any matter, we will deliver pursuant to your direction all original documents furnished to us together with such materials as we have prepared for the matter. It will be necessary for us to retain a reproduction of all such file materials and you will be charged for the cost of making such reproduction.

B. **Litigation and Records.** Given the current legal environment, we find it necessary to advise clients that once a lawsuit has been filed, or a lawsuit is reasonably foreseeable, it is important that the client take reasonable steps to preserve all potential evidence that might relate to that lawsuit. Potential evidence that must be preserved includes, but is not limited to, writings, drawings, graphs, charts, photographs, phone records and other data compilations, correspondence, e-mail, reports, files, notes, papers, equipment, equipment parts and/or component, products, product parts, and/or components and any other documents or materials and electronic information that may have relevance to this case. Any and all forms, including those in electronic format, of the aforementioned types of evidence must be preserved. These materials must be preserved until this lawsuit has been finally resolved. Accordingly, you should immediately take the reasonable steps necessary to collect and preserve this potential evidence, including a review of your document retention/destruction policies to ensure that any potential evidence is not destroyed during the pendency of this lawsuit. This must be done even if your normal document retention/destruction policies would require destruction during this time. If materials exist that were scheduled for destruction prior to the filing of this lawsuit but which have not been destroyed as of this date, they must also be preserved until this case is resolved. The failure to take reasonable steps to properly preserve potential evidence, including informing any and all key personnel of these steps, could result in a claim by the opposing party that you have destroyed or spoiled evidence and result in monetary sanctions, exclusion of evidence, or other adverse rulings by a court, including a judgment for the opposing party. If you have any questions in this regard, please contact us as soon as possible.

C. **Conclusion of Engagement; Disposition of File Materials.** Our representation of you in any particular matter will terminate upon our sending to you our final invoice. Following such termination, at your request made within a reasonable time after such termination, papers you have supplied to us will be returned to you. We may retain certain records, including Protected Health Information under HIPAA, pursuant to our retention policy, and we mutually agree that our retention policy shall be sufficient reason to deem the return or destruction of Protected Health Information infeasible under any Business Associate Agreement that we may jointly execute. For various reasons, including the minimization of unnecessary storage expenses and applicable laws, if you have not asked in writing for the return of papers you have supplied to us, we reserve the right to destroy or otherwise dispose of any file materials

in our possession upon the expiration of a reasonable time after the termination of the engagement, including Protected Health Information under HIPAA.

D. **Arbitration of Disputes.** Although we look forward to a mutually satisfactory relationship, we mutually agree that in order to avoid litigation in the event of any dispute concerning invoices submitted by us, any such dispute shall be submitted exclusively to mandatory binding arbitration in the City of Charleston, West Virginia or in the alternative by agreement, in the primary billing office for a client, by a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties. Judgment on any arbitration award may be entered in accordance with the Rules of Civil Procedure of the State where the arbitration is conducted. Arbitration is limited to fee and expense disputes alone and is not applicable to any other aspect of this engagement and is provided as cost-effective alternative dispute resolution solely for fee and expense disputes between us.

Despite the fact that this arbitration provision relates only to fee and expense disputes and no other issue or dispute, we are obligated to inform you that arbitration of such fee and expense disputes may result in the waiver of significant rights, such as the waiver of the right to a jury trial, the possible waiver of broad discovery and the loss of the right to appeal. You have the right to consult independent counsel before accepting this arbitration provision by retaining the Firm in this matter.



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(303) 390-0033

December 15, 2011

Parker Jordan Metropolitan District  
Bob Blodgett  
District Manager  
8390 East Crescent Parkway, Suite 500  
Greenwood Village, CO 80111

Dear Mr. Blodgett:

This letter will confirm Jackson Kelly's acknowledgement of the requirements of C.R.S. 8-17.5-102 pertaining to the hiring of illegal aliens. This firm does not knowingly employ or contract with an illegal alien. The firm completes and maintains federally required I-9 forms, and complies with all other federal law pertaining to employment. We agree to the provisions of Exhibit A as it applies to Parker Jordan Metropolitan District, and affirms that all personnel working on the matter for Parker Jordan are eligible for employment.

Sincerely,

A handwritten signature in blue ink that reads 'Martha P. Whitmore'.

Martha P. Whitmore

MPW/dnb  
Enclosure: Exhibit A

{D0751928.1}

Charleston, WV • Clarksburg, WV • Martinsburg, WV • Morgantown, WV • Wheeling, WV  
Denver, CO • Indianapolis, IN • Lexington, KY • Pittsburgh, PA • Washington, DC



## Exhibit A

### UNDOCUMENTED WORKERS:

A. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into a contract with a subconsultant that knowingly employs or contracts with an illegal alien to perform under the Agreement. The Consultant represents, warrants and agrees that it has participated or has attempted to participate in the E-Verify Program (as defined in Section 8-17.5-101(3.7), C.R.S., as amended) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired for employment in the United States.

B. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

- i. Knowingly employ or contract with an illegal alien to perform work under the Agreement; or
- ii. Enter into a contract with a subconsultant that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

C. The Consultant represents and warrants that it has verified or attempted to verify through participation in the E-Verify Program the employment eligibility of all of its employees who are newly hired for employment in the United States, and if the Consultant is not accepted into the E-Verify Program prior to entering into this Agreement the Consultant shall apply to participate in the E-Verify Program every three (3) months until the Consultant is accepted or the Agreement has been completed, whichever occurs earlier. This provision shall be effective for so long as the E-Verify Program is in effect.

D. The Consultant shall not use E-Verify Program procedures to undertake pre-employment screening of job applicants while this Agreement is in effect.

E. If the Consultant obtains actual knowledge that a subconsultant performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

- i. Notify the subconsultant and the District within three (3) days that the Consultant has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and
- ii. Terminate the contract with the subconsultant if, within three (3) days of receiving the notice required pursuant to sub-paragraph (i) above, the subconsultant does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subconsultant if during such three (3) days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.

F. The Consultant shall comply with any and all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment, pursuant to applicable law.

G. If the Consultant violates any provision of this Agreement or §§ 8-17.5-101, et seq., C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.