

**RESOLUTION 2024-10**

**ST. VRAIN WATER AUTHORITY**

**BOULDER, LARIMER, AND WELD COUNTIES, COLORADO**

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**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ST. VRAIN WATER AUTHORITY APPROVING A LETTER OF ENGAGEMENT FOR LEGAL SERVICES WITH IRELAND STAPLETON PRYOR & PASCOE, PC**

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**WHEREAS**, the Board of Directors (“Board”) of the St. Vrain Water Authority (“Authority”) has the power and authority pursuant to its Establishing Agreement and C.R.S. 29-1-204.2 *et. seq.*, to enter into contracts and agreements effecting the affairs of the Authority; and

**WHEREAS**, the Authority requires legal services; and

**WHEREAS**, the Authority has been presented with an Engagement Letter for Legal Services from Ireland Stapleton Pryor & Pascoe, PC (“Agreement”) whereby Timothy J. Flynn would continue as the Authority’s legal counsel at the same rates the Authority is currently paying; and

**WHEREAS**, the Authority’s Board, after reviewing the Agreement, desires to enter into the Agreement with Ireland Stapleton Pryor & Pascoe, PC.

**NOW, THEREFORE, BE IT RESOLVED BY** the Board of Directors of the St. Vrain Water Authority that:

1. **Approval of Agreement**. The Engagement Letter for Legal Services between the Authority and Ireland Stapleton Pryor & Pascoe, PC in substantially the form attached hereto as Exhibit 1 is hereby approved. The Authority’s President, or any other appropriate officer of the Authority is hereby authorized to execute the Agreement by and on behalf of the Authority.

**PASSED, APPROVED AND ADOPTED** this 12<sup>th</sup> day of August, 2024 by the Board of Directors of the St. Vrain Water Authority by a vote of 5 FOR and 0 AGAINST.

**ST. VRAIN WATER AUTHORITY**

By:  \_\_\_\_\_  
Julie Pasillas, President

**Attest:**

 \_\_\_\_\_  
Dave Lindsay, Secretary



TIMOTHY J. FLYNN  
ATTORNEY AT LAW

303.628.3664 (direct)  
tflynn@irelandstapleton.com

August 7, 2024

Via Email: david.lindsay@stvrainwaterauthority.com

Board of Directors  
St. Vrain Water Authority  
David Lindsay, Secretary  
PO Box 464  
Firestone, CO 80520

Re: ***General Counsel Representation by Ireland Stapleton Pryor & Pascoe, PC***

Dear Board members:

Thank you for retaining Ireland Stapleton Pryor & Pascoe, PC ("***Firm***") as general counsel for the St. Vrain Water Authority ("***District***"). This letter sets forth the terms of our Firm's engagement.

1. ***Effective Date.*** This engagement letter takes effect August 1, 2024.
2. ***Scope of Representation.*** As general counsel, we will provide legal services to the District with respect to any matter within our experience, training, and capabilities. Our legal services will be provided only on an as-requested basis. Because our legal services will only be provided on an as-requested basis, we cannot and do not assume any obligation to ensure that all of the District's legal matters are addressed, as we will only have knowledge of, and provide legal services with respect to, those specific matters for which our services are requested. Similarly, we cannot and do not assume any ongoing obligation to ensure the District's administration and operations are in compliance with current or future federal, state, or local laws, except to the extent requested by the District.
3. ***Fees and Billing.*** Our fees will be based upon time charges using hourly billing rates charged by each attorney or paralegal working on legal matters for the District. My billing rate is \$430.00 per hour. Crystal Schott, my paralegal, has a billing rate of \$250.00. Many of the other attorneys and paralegals who may assist with the District's legal matters also have discounted rates for the special districts we represent. In general, rates for other paralegals and attorneys who may assist on the District's legal matters range from \$225 (paralegals) to \$270 (associates) to \$430 (partners). We may adjust our hourly rates at any time with prior notice to you, without a formal amendment to this engagement letter.

Generally, invoices for fees and expenses will be submitted to the District monthly and are due thirty (30) calendar days after receipt. We are happy to review any questions about our bills. If an invoice remains unpaid after forty-five (45) calendar days from the date you receive it, we may declare the District in default and terminate the relationship and collect outstanding balances and costs of collection (including reasonable attorneys' fees).

**4. *Out-of-Pocket Expenses.*** The District will be billed for significant computer research projects, large copying projects, delivery and courier fees, and other out-of-pocket expenses. We will charge mileage at the then-current mileage rate established by the Internal Revenue Service.

**5. *Record Retention/Destruction.*** We may convert any paper documents we receive to an electronic format and dispose of the paper copy, unless the nature of the document requires a paper copy or original to be maintained. After ten (10) years from the termination of our relationship, we have the right but not the obligation to destroy any files created and maintained by us during the term of our engagement.

**6. *No Guarantees.*** Nothing in this engagement letter and nothing in our statements to you will be construed as a guarantee or promise about the outcome of any matter, or any phase thereof, that we may be asked to handle. We make no such guarantees or promises. Our comments about the outcome of any matter, or any phase thereof, are expressions of opinion only. Unless we have specifically agreed in writing, we have set no limits with regard to the legal fees and costs of a matter or any phase thereof.

**7. *Your Business Responsibilities.*** You understand that agreements or other documents entered into by you with third parties may impose obligations (such as giving notices, exercising rights, making payments, making decisions, or taking actions at certain times). You understand and agree that we will not be responsible for monitoring the performance of such agreements or calendaring or notifying you of any such obligations or deadlines.

**8. *Dispute Resolution.*** The attorney-client relationship is one of mutual trust and confidence. Therefore, we encourage the Board to feel free at any time to raise questions about any aspect of our representation. If a dispute arises and we are unable to reach a satisfactory resolution of it, the District may have the right to request arbitration under applicable Colorado Bar Association procedures. In the event of any dispute that relates to our entitlement to any payment from the District, all undisputed amounts shall be paid immediately by the District and this payment shall not constitute any admission by the District concerning disputed amounts.

**9. *Termination.*** Our Firm and the District each have the right to terminate the relationship at any time by written notice. In such event, the District will immediately pay all legal fees and expenses incurred prior to the termination, and we will provide reasonable assistance in effecting a transfer of files and responsibilities to new counsel.

Board of Directors  
St. Vrain Water Authority  
August 7, 2024  
Page 3

Please review this engagement letter carefully and do not hesitate to call if you have any questions concerning the terms of this letter. If these arrangements are acceptable to you, please acknowledge your acceptance by signing a copy of this letter below and returning the signed copy to me. By signing and returning this engagement letter you agree that this document may be signed in counterparts and by facsimile or electronic pdf. Each of which will constitute an original and shall together constitute one valid and binding instrument.

Sincerely,

IRELAND STAPLETON PRYOR & PASCOE, PC



Timothy J. Flynn

As the President of the Board of Directors of the St. Vrain Water Authority, I hereby certify that I am authorized to sign this engagement letter on behalf of the St. Vrain Water Authority.

ST. VRAIN WATER AUTHORITY

By:   
Julie Pasillas, Board President

8-12-2024

Date

**PRIVACY POLICY NOTICE TO CLIENTS OF  
IRELAND STAPLETON PRYOR & PASCOE, PC**

Attorneys, like other professionals who advise on personal and financial matters, are required by a federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by federal law. Therefore, we have always protected your right to privacy.

In the course of providing our clients with income tax, estate tax, and gift tax advice, we may receive significant personal and financial information from our clients. If you are a client of Ireland Stapleton Pryor & Pascoe, PC, you should know all information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as required under an applicable law.

We retain records relating to professional services we provide so we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.