

December 15, 2023

Board of Directors  
Southwest Metropolitan Water and Sanitation District  
8739 W. Coal Mine Avenue  
Littleton, CO 80123

**Re: 2024 Letter of Engagement**

Dear Board Members:

I am pleased that the Board of Directors (“Board”) of the Southwest Metropolitan Water and Sanitation District (the “Client”) desires to continue the retention of Collins Cole Flynn Winn & Ulmer, PLLC, a Colorado professional limited liability company (the “Law Firm”), as the Client’s general counsel for 2024. This letter is intended to outline the terms governing our service to the Client.

1. Scope of Services.

The Law Firm will advise the Client on all Client-related matters referred to the Law Firm by the Client. We will take our direction from the Board of Directors (“Board”) and the President and/or Secretary of the Board, or such other person as is designated by the Board to be its representative and spokesperson for purposes of communication with the Law Firm. We do not represent (i) any person or entity (except the Client itself); (ii) individual members of the Board; or (iii) employees or agents of the Client (collectively, the “Other Persons”), and all services are provided only for the benefit of the Client and not for the Other Persons. The Law Firm owes professional responsibilities only to the Client itself. In all matters involving the Client, such Other Persons should retain their own legal counsel.

2. Designation of Attorneys and Assistants.

I will serve as the Attorney primarily responsible for the legal services rendered to the Client. My billing rate is currently \$415.00 per hour. Other qualified Attorneys and paralegals may perform services for the Client under my supervision in order to most effectively provide a particular service or to minimize costs. A listing of the other attorneys in the firm and their hourly billing rates is attached hereto as Exhibit A. These rates may be updated on or before January 1, 2024 and I will inform the Board of the revised rates at that time.

3. Term.

Our engagement shall continue effective January 1, 2024 upon the Board's approval of this engagement letter and will remain in effect through December 31, 2024, unless terminated by either party, with or without cause, upon 30 days prior written notice to the other party.

4. Compensation.

The Law Firm shall provide to the Client a monthly billing statement detailing the services rendered and the amount of time spent in performance thereof. The Client shall pay for the total time of all attorneys, paralegals and law clerks at the current rates in effect for the services rendered.

Secretarial and legal assistance services are not routinely billed to the Client, but out-of-the-ordinary use of a secretarial or legal assistance person's time may be billed in the attorney's reasonable discretion. Paralegals and law clerks are utilized when their skills are commensurate with a particular project, so as to minimize the costs billed to the Client. The attorney supervises the work product of associate attorneys, paralegals and law clerks.

The Client shall pay for Services within thirty days of the date of the invoice. The Law Firm shall not be obligated to perform any Services if payment of fees is sixty days overdue.

5. Expenses.

Expenses for which the Law Firm will or will not receive reimbursement are as follows, along with the rates for such reimbursement:

(a) Mileage.

No charge, unless lengthy travel distance.

(b) Out-of-Town Travel.

Expenses at cost without mark-up. Travel time by attorneys and staff will be billed at current billing rates. Trips will be coordinated with other clients, to the extent possible, to minimize travel costs.

(c) Long-Distance Telephone Service.

No charge.

(d) Teleconferencing.

Billed at cost without mark-up.

(e) Computer Expenses.

No charge, except for computer research, Lexis/Nexis or other special costs; billed at actual cost without mark-up.

(f) Photocopies.

No charge for in-house copying, unless large volume of copying. Outside copying and printing billed at actual cost without mark-up.

(g) Postage.

No charge for usual first-class mailings, such as mailings to the Client, courts, counsel of record and other consultants. Mass mailings, such as election notices, and overnight and special delivery mailings billed at actual cost without mark-up.

(h) Couriers.

Courier service will be used on an as-needed basis with the cost thereof being billed to the Client without mark-up.

(i) Other Reimbursables.

Other reimbursables include our payment of filing fees, costs for service of process and related services, expert witness fees (only as pre-authorized by the Client), court reporter fees for transcript of testimony, court reporter appearance fees, county clerk and recorder's fees for recording of documents, title company's fees for reports of title, publication fees, election materials and other related expenses. All such reimbursables will be billed to the Client at cost without mark-up.

(j) Other Expenses.

Certain services and expenses not otherwise documented herein (e.g., private investigator, special counsel, etc.) may become necessary under certain circumstances. To the extent that such services are required, the Law Firm will first obtain authorization from the Client before incurring such costs. As such expenses are incurred, they will be billed to the Client.

6. Potential Conflict of Interest.

I am not aware of any potential conflict of interest that may stem from my ongoing representation of other clients, except that I am general counsel for the Platte Canyon Water and Sanitation District, a District with whom Southwest has a number of intergovernmental agreements including management and maintenance service agreements. I have discussed my representation of the District with the Board of the Platte Canyon Water and Sanitation District and have obtained their consent to my representing Southwest. The permission granted by Platte Canyon, however, was given upon the express condition that Southwest waive any potential conflict that may stem from my representation of Platte Canyon. Accordingly, by executing this engagement letter, it is understood that the Board waives any potential conflict of interest that may stem from my representation of Platte Canyon, so that I or any other attorney in this firm may continue to represent Platte Canyon, except in the case the parties become adversarial, or an actual conflict of interest exists.

7. Communications between Law Firm and Client.

Written and oral communication between the Law Firm and the Client on the Client's matters shall be made using all current forms of technology including mail, courier, email, POTS, VoIP and cellular telephone, and other electronic means of communication as such technology becomes available. The security of such means of communication, particularly electronic means such as e-mail and cellular telephone cannot be guaranteed, and therefore a risk exists that privileges such as the attorney-client privilege may be waived if a communication is inadvertently received by persons other than the Client. If the Client desires to avoid the risk of inadvertent disclosure by any particular means of communication, the Client must contact the Law Firm and instruct the Law Firm as to any unacceptable means of communication for Client matters.

8. Cloud Services.

During and/or after termination of our engagement we may use cloud services. Where we do so, or where we use a subcontractor to provide cloud services, we will ensure an appropriate level of security.

9. Disclaimer of Warranties.

There can be no warranties as to the success of any matter undertaken by the Law Firm in the representation of the Client. All expressions made by the Law Firm relative thereto are solely matters of the Law Firm's opinion.

10. Power of Attorney to Execute Documents.

The Client grants to the Law Firm the power to execute documents connected with the representation of the Client, which have been generally approved by the Client, including pleadings, applications, protests, contracts, commercial papers, settlement agreements and releases, verifications, dismissals, orders, and all other documents associated with the services provided hereunder.

11. Document Retention/Destruction.

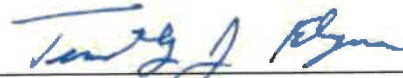
Files created and compiled by the Law Firm for work on Client matters, including correspondence, pleadings, research and any other documents prepared by the Law Firm, will not be retained indefinitely. Law Firm will retain files for sixty days following conclusion of a matter or conclusion of representation, at which time Client may retrieve the file(s), so long as the Client has paid all fees and costs, or the file(s) may be disposed of at the discretion of the Law Firm, except that we will not destroy (i) original documents entrusted to us for continued representation as part of our services; and (ii) any documents that the Client is obligated by law to retain.

12. Entire Agreement.

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

**Collins Cole Flynn Winn & Ulmer, PLLC,  
a professional limited liability company**

**Southwest Metropolitan Water and  
Sanitation District**



By: Timothy J. Flynn



Chuck Hause, President

**BILLING RATES**

*Effective 1/2024*

<b><u>Name</u></b>	<b><u>2023 Rates</u></b>
James P. Collins, Partner	\$450
Robert G. Cole, Partner	\$430
Timothy J. Flynn, Partner	\$430
Kathryn G. Winn, Partner	\$415
Allison C. Ulmer, Partner	\$415
Bart W. Miller, Of Counsel	\$370
Javon Quarles, Associate	\$280
Isuri Lawson, Associate	\$280
Crystal Schott, Paralegal	\$250
Peggy Rupp, Paralegal	\$250
Scott Widney, Paralegal	\$210
Kayla Hall, Paralegal	\$210