



DINO A. ROSS  
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August 22, 2022

Via email: [james@ffcolorado.com](mailto:james@ffcolorado.com)

Board of Directors  
c/o Katie James, Esq.  
Roxborough Village Metropolitan District

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

Dear Board members:

We greatly appreciate the opportunity to provide legal services as general counsel for the Roxborough Village Metropolitan District (“***District***”).

**1. *Effective Date of Engagement.*** The effective date of our engagement is the date this letter is approved by the Board and signed by the President in the space provided below.

**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. While our services will include attendance at regular and special Board meetings, we will not have knowledge of every legal matter that may exist within the District. As such, and because our legal services will be provided only on an "as requested" basis, we assume no on-going obligation to ensure the District's administration and operations are in compliance with current or future federal, state or local laws. Nor do we 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.

**3. *Fees and Billing.*** Our fees will be based upon time charges using hourly billing rates charged by each attorney or paralegal working on the District's legal matters. My current discounted billing rate for special districts is \$325.00 per hour. My partner, Kelley Duke, who will be assisting me in providing legal services to the District, also has a discounted billing rate for special districts of \$325.00 per hour. Many of the other attorneys and paralegals who may assist with the District's legal matters also have discounted special districts rates. In general, rates for other paralegals and attorneys who may assist on the District's legal matters range from \$195.00 (paralegals) to \$235.00 (associate attorneys) to \$325.00 (partners). We may adjust our hourly rates at any time with prior notice to you.

Attorneys and paralegals will bill time in one-tenth (1/10) of an hour increments. For example, a six-minute telephone conference with me at the hourly rate of \$325.00 would result in a charge of \$32.50; if the call lasted a half hour, the charge would be \$162.50.

Generally, invoices for fees and expenses will be submitted to the District monthly and are due upon receipt. We are happy to review any questions about our bills. If invoices remain unpaid after forty-five (45) days, we will consider them in default, and we may 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, 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. We will charge travel time at one-half the attorney's hourly rate.

**5. Record Retention/Destruction.** 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.

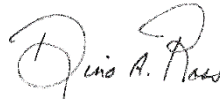
**6. Dispute Resolution.** The attorney-client relationship is one of mutual trust and confidence. Therefore, we encourage the Board to feel free at all times to raise questions about any aspect of our representation. If a dispute arises and we are unable to reach a satisfactory resolution of it, the 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.

**7. Termination.** the District has the right to terminate the relationship at any time by written notice to our firm. We would appreciate the Board providing us thirty (30) days prior notice of termination. Absent unusual circumstances, our firm will provide thirty (30) days prior written notice of termination. If the relation is terminated by either party or by mutual agreement, 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.

Please review this engagement letter carefully, and if you have any questions concerning its terms, do not hesitate to call. 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.

Sincerely,

IRELAND, STAPLETON, PRYOR & PASCOE, P.C.



Dino A. Ross

THE ABOVE AGREEMENT IS ACCEPTED AND AGREED TO:

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**

By: Mathew Hart 10 / 11 / 2022  
Mathew Hart, President of the Board Date

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## Document History



SENT

**09 / 27 / 2022**

01:03:45 UTC

Sent for signature to Mathew Hart  
 (mathewhart@roxboroughmetrodistrict.org) from  
 pripko@sdmsi.com  
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VIEWED

**10 / 11 / 2022**

02:26:29 UTC

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SIGNED

**10 / 11 / 2022**

02:31:11 UTC

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 (mathewhart@roxboroughmetrodistrict.org)  
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COMPLETED

**10 / 11 / 2022**

02:31:11 UTC

The document has been completed.