

BUTLER | SNOW

August 19, 2024

Town of Grand Lake
1026 Park Avenue
Grand Lake, Colorado 80447

Attn: Guy Patterson, Town Manager

Re: General Financing Advice

Dear Guy:

This letter is to confirm our engagement as special counsel to the Town of Grand Lake, Colorado (the "Town") in connection with various municipal law issues for which you may request our assistance as described below. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as special counsel to the Town in connection with this engagement.

Scope of Services

We understand our employment will include those matters requested by you and will likely include providing the Town legal advice in a variety of municipal law areas including those related to public finance, elections and compliance with Article X, Section 20 of the Colorado Constitution, and advice relating to the Town's Housing Authority. Our services do not include financial advice to the Town. Our services as special counsel to the Town are limited to those contracted for explicitly herein and the execution of this letter by the Town constitutes an acknowledgment of those limitations.

Personnel

Kim Crawford and Dalton Kelley will be principally responsible for the work performed by Butler Snow LLP on your behalf and he will report to and take direction from you, as Town Attorney. Where appropriate, certain tasks may be performed by other attorneys or paralegals. At all times, however, Kim will coordinate, review, and approve all work completed for you.

Attorney-Client Relationship

In performing our services as special counsel, the Town will be our client. We will represent the interests of the Town, respectively, rather than the Board of Trustees, individual Trustee members, or the Town's employees.

1801 California Street
Suite 5100
Denver, CO 80202

KIMBERLEY K. CRAWFORD
720.330.2354
kim.crawford@butlersnow.com

T 720.330.2300
F 720.330.2301
www.butlersnow.com

Conflicts of Interest

Before accepting any new business, the Colorado Rules of Professional Conduct (the “Rules”) require us to evaluate whether there exist any ethical constraints to representing the Town or the Authority. We have completed a conflicts check within our firm and have found no current conflict between the Town and our existing clients.

Financial Arrangements

Butler Snow will invoice you each month for our work based upon the time we spend on this matter. Butler Snow’s rates for the work by its attorneys and legal assistants vary based on the experience and expertise of the individuals involved. Typically, we adjust these rates at year-end to reflect changing economic conditions. If the firm increases rates during this engagement, we will provide written notice of those changes. The Rules require that the basis or rate of legal fees be communicated to the client in writing. The hourly rates for our lawyers who may work on Town matters are set forth below:

Attorney	Billing Rate	Discounted Rate
Kim Crawford	\$715	\$610
Dalton Kelley	\$430	\$370

Our fees will be capped at \$7,500 unless we receive further approval from the Town Manager.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the Town, which we will include in our monthly invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

Document Retention

Butler Snow maintains its client files electronically. We do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will retain only the electronic version while your matter is pending. Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed file. At that time, we ordinarily will return to you

any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed. A more complete notice of Butler Snow's Record Retention and Destruction Policy for Client Files, which also will be applicable to this Engagement, is attached as Exhibit A and incorporated herein by reference.

Termination of Engagement

Upon completion of our services as outlined in this letter, our responsibilities as special counsel will terminate and our representation of the Town and the attorney-client relationship created by this engagement letter will be concluded. Should the Town seek other, additional legal services, we would be happy to discuss the nature and extent of our separate engagement at that time.

We are pleased to have the Town as our client and look forward to a mutually satisfactory and beneficial relationship. If the foregoing terms are acceptable to you, please so indicate by having the appropriate individual execute a copy of this letter for the Town and then return the executed copy to me. Thank you.

BUTLER SNOW LLP

By: 

Accepted and Approved:

TOWN OF GRAND LAKE, COLORADO

By: _____

Title: _____

Date: _____

KKC/jw
Enclosures

Exhibit A

**NOTICE TO CLIENTS OF BUTLER SNOW'S
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You

will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.