

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 24
SERIES OF 2023**

**A RESOLUTION APPOINTING A MUNICIPAL PROSECUTOR
FOR THE CITY OF LEADVILLE AND
APPROVING A LEGAL SERVICES AGREEMENT**

WHEREAS, the City of Leadville (“City”) is a statutory municipality organized under the laws of Colorado; and

WHEREAS, the law firm of Murray, Dahl, Beery & Renaud, LLP provides municipal prosecution services; and

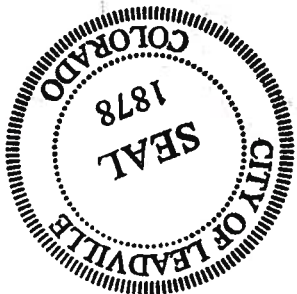
WHEREAS, the City, having reviewed the proposals and having conducted interviews, desires to appoint the firm of Murray, Dahl, Beery & Renaud, LLP and designates Nicholas Klein to serve as Leadville’s municipal prosecutor, and to approve the legal services agreement (“Agreement”) in substantially the form attached to this Resolution in connection with this appointment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Leadville, Colorado, as follows:

Section 1. The City Council hereby: (a) appoints the firm of Murray, Dahl, Beery & Renaud, LLP and designates Nicholas Klein to serve as Leadville’s municipal prosecutor for the City of Leadville; (b) approves the Legal Services Agreement in substantially the form attached as **Exhibit 1**; (c) authorizes the City Administrator, in consultation with the Mayor, to make any changes as may be needed to the Agreement to correct any non-material errors or language that do not increase the obligations of the City or to comply with Council’s motion of approval; and (d) authorizes the City Administrator to execute the Agreement on behalf of the City.

Section 2. This Resolution shall be effective upon its adoption.

ADOPTED this 17th day of October, 2023 by a vote of 7 in favor, 0 against, 0 abstaining, and 0 absent.



ATTEST:

Alampy Salen
Deputy City Clerk

CITY OF LEADVILLE, COLORADO:

Greg Labbe
Greg Labbe Mayor

EXHIBIT 1

AGREEMENT FOR LEGAL SERVICES – MUNICIPAL PROSECUTOR

(see attached agreement)

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT, (this "Agreement") is made to be effective as of October 17, 2023, and is between the City of Leadville, Colorado municipal corporation ("City"), and Murray Dahl Beery & Renaud LLP ("Law Firm") under which the Law Firm shall perform prosecutorial services for the City.

WHEREAS, the Law Firm is a professional law firm having the capability and experience to provide the municipal court prosecution services required by this Agreement.

WHEREAS, the City and the Law Firm desire to establish the terms and conditions under which the Law Firm will provide prosecutorial legal services to the City.

NOW THEREFORE, the City and the Law Firm agree as follows:

1. The Law Firm will provide all required services as the City's municipal court prosecutor (the "Services") including, but not limited to, the following:
 - a. Attend all sessions of the Leadville Municipal Court and prosecute all cases written into that Court, including plea negotiations, motions, and trials.
 - b. Respond to communications from defendants and their counsel; provided, however, Law Firm may make such arrangement and restrictions as necessary to schedule such communications at a time when they may be economically handled.
 - c. Communicate as needed or required with the City Administrator, Court Clerk, Municipal Court Judge, and City Attorney.
 - d. Provide a monthly invoice for Services.
 - e. Make recommendations for changes in policies, procedures, and ordinances that relate to the conduct of municipal court or of the laws enforced therein.
2. Term. It is understood that the City's Municipal Prosecutor serves at the pleasure of the Leadville City Council, and this Agreement shall therefore be for an indefinite term.
3. Compensation. The Law Firm will charge the City for its services according to the following provisions:
 - a. Fee for Services of Nicholas Klein. The hourly fee for all Services provided by Nicholas Klein shall be \$185.00. It is anticipated that Mr. Klein will perform most of the prosecutorial services under this Agreement.
 - b. Fee for Services of Thad Renaud. The hourly fee for all Services provided by Thad Renaud shall be \$210.00. It is anticipated that Mr. Renaud will perform prosecutorial services under this Agreement in the event that Mr. Klein is unable to do so.

- c. **Fee for Services of Associates of the Law Firm.** The hourly fee for all legal services provided by any Associate attorney of the Law Firm shall be \$165.00.
 - d. **Fee for Paralegals of the Law Firm.** The hourly fee for all services provided by any Paralegal of the Law Firm shall be \$135.00.
 - e. **Travel Expenses.** For travel between the firm's office, in Lakewood, Colorado and the City, one-half of the travel time shall be included within the fee of the attorney required to travel.
 - f. **Other Expenses.** In addition to the foregoing hourly rates for legal services fee, the Law Firm shall charge and the City shall pay all costs incurred by the Law Firm in providing the Services to the City. While unlikely in municipal court except in the event of an appeal, examples of such costs include charges for filing fees, mileage reimbursements, depositions, expert witnesses, consultants, computer research, photocopies, messenger service, etc. The Client shall, upon request of the Law Firm, advance to the Law Firm the payment of any single item of cost that exceeds Five Hundred Dollars (\$500.00). A copy of the Schedule of Costs is attached hereto as **Exhibit A**.
 - g. **Monthly Billings.** The Law Firm will bill the City on a regular basis, normally each month, for both fees and disbursements. All bills will reflect services already performed and disbursements already made and are due upon receipt. Any amounts not paid within sixty (60) days of the date of the bill shall be subject to a late payment charge of 1-1/2% per month (18% per year). If the City fails to pay any charges within 90 days of the date of the bill the Law Firm may elect to stop all work for the City. The City's obligation to make prompt payment of all charges does not depend upon achievement of any specific result. Payments will be applied first to the oldest amounts outstanding.
4. **Miscellaneous.** The City may terminate this Agreement at any time, pursuant to Section 2 above. If the City discharges the Law Firm, the City shall pay all fees and costs incurred to the date of termination. Subject to the Colorado Rules of Professional Conduct and any applicable court rules, the Law Firm may, after reasonable advance written notice to the City, terminate this Agreement. If the Law Firm terminates this Agreement, the City shall pay all fees and costs incurred to the date of termination.
5. **Arbitration.** Although we do not expect that any dispute between us will arise, in the unlikely event of any dispute under this Agreement, including a dispute regarding the amount of legal fees or costs owed to the Law Firm or the quality of the Law Firm's services, including any claim of malpractice, such dispute shall be subject to binding arbitration. The City and Law Firm acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. This clause does not prevent the City

and the Law Firm from trying to resolve any dispute through voluntary mediation, but there is no requirement to do so.

Any dispute concerning fees or costs shall be submitted to the Legal Fee Arbitration Committee of the Denver Bar Association and the decision of the Committee shall be final and binding on both parties. Any dispute concerning the quality of the Law Firm's services, including malpractice claims, shall be submitted to a single arbitrator and the decision of the arbitrator shall be final and binding on both parties. A final judgment can be entered on the arbitration award by a court of competent jurisdiction. The arbitrator shall be selected from the Judicial Arbitrator Group, Denver, Colorado unless the parties agree otherwise. If the parties do not agree on the selection of a single arbitrator within ten days after a demand for arbitration is made, then the arbitrator shall be selected by the Judicial Arbitrator Group from among its available professionals.

All arbitrations shall be held in Denver, Colorado unless the parties mutually agree on some other location. All arbitrations shall proceed under the Commercial Arbitration Rules of the American Arbitration Association, except as modified in this Agreement, unless otherwise agreed by the parties. The arbitrator shall have the discretion to order that the costs of arbitration, fees (including expert witness and reasonable attorney fees), and other costs shall be borne by the losing party. Any filing fees or other administrative costs of arbitration shall be divided equally between the City and the Law Firm.

6. **Document Retention.** The City acknowledges that the files the Law Firm creates and compiles to complete the Services, including notes, correspondence, pleadings, research, and documents which we prepare, will not be kept indefinitely. It is the Law Firm's policy to destroy all files (including all documents and materials therein), seven (7) years after we send such files to remote storage upon completion of each matter. However, if some legal restriction on destruction is imposed or some new development occurs, the retention period may be modified. This file destruction process is automatic and the City will not receive further notice prior to the destruction of these files. Accordingly, if the City wishes to maintain a record of any matter beyond our retention period, the City should consider maintaining its own files relating to the matters that we are handling.
7. **Professional Liability Insurance.** The Law Firm maintains professional liability insurance in amount not less than One Million Dollars (\$1,000,000.00) per occurrence, and shall maintain such insurance in not less than that dollar amount at all times during which this Agreement is in effect.
8. **Governing Law.** This Agreement shall be construed in accordance with, and governed by the laws of the State of Colorado.
9. **Amendment.** This Agreement may be amended only by a written instrument signed by both of the parties hereto.
10. **Prior Agreements.** This Agreement shall supersede all prior agreements between the parties concerning the provision of the Services.

11. Notices. Any notice required or permitted hereunder shall be either personally delivered, electronically delivered, or placed in the U.S. mail, first class postage prepaid, and addressed as follows:

If to City:

800 Harrison Avenue
Leadville, CO 80461
Phone: 719-427-0154
Email: cityadmin@leadville-co.gov

If to Law Firm:

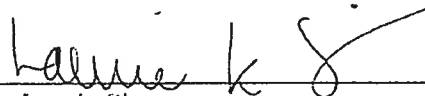
710 Kipling St., Suite 300
Lakewood, CO 80215
Phone: 303-493-6676
Email: trenaud@mdbrlaw.com

12. Signature. THE LAW FIRM AND THE CITY HAVE READ THIS DOCUMENT, UNDERSTAND IT, AND AGREE TO IT.

EXECUTED on this 18th day of October, 2023.

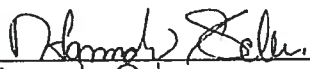
City:

CITY OF LEADVILLE, COLORADO



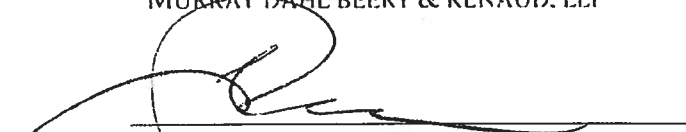
Laurie Simonson
City Administrator

ATTEST:

By: 

Hannah Schear City Clerk

MURRAY DAHL BEERY & RENAUD, LLP



Thad W. Renaud
Partner

EXHIBIT A

Schedule of Costs

1. **Long Distance Telephone Charges:** There is no charge for long distance calls.
2. **Faxes:** There is no charge for faxes received or sent on behalf of Client.
3. **Copying and Scanning:** Document scanning and copying charges are \$.10 per page for black and white copies, and \$.50 per page for color copies made within the Firm. Copying, collating, binding, and scanning performed outside the Firm shall be charged at actual cost. The decision to use outside scanning, copying, collating and binding services shall be made on a case-by-case basis as the circumstances require.
4. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
5. **Legal Research:** The charge to the Client includes the usage amount billed directly to the Firm from its on-line legal research provider in relation to the Client's case.
6. **Mileage:** Mileage is charged at a rate consistent with the guidelines published by the IRS.
7. **Other Costs:** Other third-party costs will be billed to Client at the same rate the Firm is billed for the third-party services.

MURRAY DAHL BEERY RENAUD LLP
PRIVACY POLICY NOTICE

Attorneys, like other professionals, who advise on certain personal matters, are required by 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 law. Therefore, please understand that your privacy is important to us and we will always protect your right to privacy. Maintaining your trust and confidence is a high priority to this law firm. The purpose of this notice is to comply with the law by explaining our privacy policy with respect to your personal information.

NONPUBLIC PERSONAL INFORMATION WE COLLECT:

In the course of providing our clients with legal services, we collect personal information about our clients that is not available to the public and which is provided to us by our clients or obtained by us with their authorization or consent.

PRIVACY POLICY:

As a client of Murray Dahl Beery Renaud LLP, rest assured that all nonpublic personal 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 is permitted or required by law and applicable ethics rules.

CONFIDENTIALITY AND SECURITY:

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.