

**LeMOINE & GRAVES, P.C.**

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January 2, 2025

City of Fruita, Colorado

RE: MUNICIPAL PROESCTOR LEGAL SERVICES, CITY OF FRUITA, COLORADO

Dear Members of City Council:

The purpose of this letter is to confirm our engagement as legal counsel with regard to representing the City of Fruita, Colorado (the "City") as Municipal Prosecutor in cases before the Fruita Municipal Court and any appeal therefrom. It is understood that attorney Timothy L. Graves shall have primary responsibility to the City under this engagement letter. In establishing a relationship with a new client, we believe it a good practice to confirm the scope of our representation and other terms of our engagement.

It is our understanding that our current engagement is limited to representing the City as Municipal Prosecutor in cases before the Fruita Municipal Court and any appeal therefrom. Our representation will include only matters as to which we have been requested to give advice.

It is understood that the City shall pay Stuver & leMoine, P.C., for prosecutorial services, an hourly rate of \$215 per hour for all attorney work, as well as mileage for travel at the current federal mileage rate from Rifle, Colorado to Fruita, Colorado for in person court appearances, and reasonable expenses associated with such prosecutorial services. The firm will not bill an hourly rate for travel, and there will be no charge for administerial work. Administerial work includes setting up and closing internal files, preparing invoices, and non-attorney work that is completed by the legal secretary.

We shall submit invoices to the City for prosecutorial services on a monthly basis. Monthly invoices shall include a brief description of the work performed, the length of time it took to perform the work to the nearest tenth of an hour, the date that the work was performed, and an itemized list of mileage and expenses associated with the work. It is understood that the City will pay the invoices within thirty (30) days of receipt.

It is understood and agreed that this representation may involve the expenditure of some expenses associated with prosecutorial services. In addition, it is understood that mileage from Rifle, Colorado to Fruita, Colorado for in person court appearances will be charged at the then current federal rate. It is understood that the City will reimburse such expenses as they are incurred and billed.

We are committed to the proposition that our clients must be satisfied with the amount of our charges, as well as the quality of our services. If you have any questions at any time concerning the work or the fees, please call me personally.

To protect both of us and to comply with our professional obligations, our representation is subject to clearance of any conflicts of interest with present or former clients of our firm, as well as approval by the firm's management which reviews all new matters. Conflicts of interest may also arise at some later date. If a conflict arises through no fault of our law firm, for example, as a result of a merger or acquisition you enter, you agree that such circumstances will not be a basis to disqualify us in this or any other matter. If a conflict arises because a particular lawyer joins our firm, you agree that it will be a sufficient remedy to screen such lawyer or lawyers from our engagement(s) for you, including any relevant documents.

The City may terminate this engagement at any time, with or without cause. The parties hereto understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this engagement letter. It is understood and agreed that this engagement letter does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this engagement letter to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City, and other applicable law. Upon the failure to appropriate such funds, this engagement shall be terminated.

We are pleased to have the opportunity to serve as your counsel, and we are eager to make it an enjoyable and beneficial relationship. If the arrangements described in this letter are not consistent with your understanding, please get in touch with me immediately so we may resolve any differences.

We welcome you as a client and we appreciate the opportunity of working with you. Please indicate your approval with the terms of our engagement by signing below and returning this letter to our office. We have enclosed a copy for you to retain for your records. If you have any questions or comments, please call me at your convenience.

Very truly yours,

LeMoine & Graves, P.C.

Timothy Graves

I have read and agree to the terms set forth above.

City of Fruita, Colorado

By: \_\_\_\_\_