

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 35- SERIES 2023**

**A RESOLUTION PROVIDING DIRECTION TO PROCEED AND
AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN
ANY AND ALL DOCUMENTS REQUIRED TO ACCEPT THE
PROPOSED JESTER GIBSON & MOORE RETENTION AGREEMENT
FOR LEGAL COUNSEL**

WHEREAS, The Town Council of the Town of Minturn recognizes the need for legal assistance to evaluate contract issues and prospects for enforcing certain contracts; and,

WHEREAS, The Town has as requested a proposal and has received this proposal to fulfill these identified needs from Jester Gibson & Moore.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF MINTURN, COLORADO:**

1. The Minturn Town Council accepts the attached proposal as presented in Attachment "A" for specified legal services and authorizes the Mayor or his designee to sign on behalf of the town of Minturn any and all documents required to reasonably ensure completion.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this
20th day of December, 2023.**

TOWN OF MINTURN

By: _____
Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

Jester Gibson & Moore, LLP

December 18, 2023

Via electronic mail

Mayor Earle Bidez
Town of Minturn

Re: Engagement of Jester Gibson & Moore, LLP

Dear Mayor Bidez:

Thank you for your interest in engaging Jester Gibson & Moore, LLC. We look forward to continuing to work with you and the town. The purpose of this letter is to set forth the terms of this firm's engagement. You have asked that this firm provide analysis and guidance to the Town of Minturn ("Client") on an as needed basis in various matters. We have accepted this engagement and agreed to provide these services, on the terms set forth herein, which will also govern any additional work which Client requests and we provide unless a separate, express written agreement has been reached with respect to such services.

This engagement has been assumed in accordance with our standard hourly fees, in connection with which Client agreed to pay for the performance of legal services rendered by me at the rate of \$440.00 per hour. Whenever appropriate, we will employ another attorney, paralegal or law clerk to perform services, which services will be billed at rates ranging from \$175.00 to \$480.00 per hour, depending on the person rendering them. These rates may be increased at some point in the future, but no increase will be made prior to the end of calendar year 2024. By signing this agreement, Client agrees to pay for our services, including any services rendered before the date of this agreement.

It is further our agreement that any reasonable out-of-pocket expenses incurred on Client's behalf (such as filing fees, deposition costs, expert witness fees, mileage costs and the like) will be fully reimbursed to the firm by Client. We do not charge for domestic long-distance calls, faxes, or copying (unless the copy project is in excess of 100 copies). In the firm's discretion, invoices in excess of \$500.00 may be forwarded to you for payment directly to the vendor.

Lynn Feiger is of counsel to the firm. Ms. Feiger will not receive any financial compensation associated with work performed under this Agreement.

We will bill Client for all services performed at the above-described rates and any costs that we incurred on Client's behalf. We will provide a detailed monthly breakdown of the legal services rendered and costs incurred for the preceding month. Other policies are attached hereto and are hereby incorporated into this agreement.

1999 Broadway, Suite 3225, Denver, Colorado 80202
■ Phone 303-377-7888 ■ Fax 303-377-7075

In the event legal action is necessary to collect amounts due and owing under this Agreement, Client agrees to pay all costs of collection, including reasonable attorneys' fees. This Agreement is governed by the laws of the State of Colorado and the parties hereby expressly agree that venue is proper in Denver County, Colorado.

Because this matter may involve court action, we are required to advise you that Client has the obligation to preserve all documentary evidence that may pertain to any court matter. The obligation to preserve evidence extends to electronically stored information ("ESI") that is directly or indirectly in your custody, possession, and control. For example, ESI may be found in a smart phone, tablet, office workstation, personal computer, network server, drop-box, on the cloud, in removable media such as a flash drive, and in back-up or archival systems. The duty to preserve extends to ESI in all of its forms, such as e-mails, text messages, voicemails, telephone systems, electronic calendars, spreadsheets, Word documents, reports generated from accounting software, slideshows, and pod-casts. Due to the volatility of ESI, particular care should be taken not to alter, delete, or destroy it. Accordingly, the preservation obligation requires you to determine whether (i) routine records management policies and procedures, or (ii) changes to your hardware and software environment will alter, delete, or destroy ESI, and to take all reasonable measures to prevent this from occurring.

We may communicate with you and you may communicate with us via electronic mail. There are inherent risks associated with the transmission of confidential information by electronic mail. If you have any concerns in that regard, we are happy to discuss them with you.

Thank you for the opportunity to provide legal services on Client's behalf. If you have any questions concerning any of the above, please do not hesitate to call. If the foregoing terms and attached policies meet with your approval, please confirm your understanding and our agreement by signing a copy of this letter where indicated below and returning the signed copy to me.

Sincerely,

JESTER GIBSON & MOORE, LLP

By:



Robert R. Marsh

ACKNOWLEDGED AND AGREED:

TOWN OF MINTURN

By: Earle Bidez, Mayor

Date _____

Jester Gibson & Moore, LLP

The following engagement policies should be read in conjunction with an Engagement Letter simultaneously sent to you. Both this law firm and the client referenced in the Engagement Letter agree to the following:

1. Invoices. Please review each invoice carefully when you receive it. If you have questions regarding any entry, please feel free to contact the applicable attorney. Likewise, please contact the appropriate attorney immediately if there will be a delay in payment for any reason.
2. Retainers. Retainers will be held in our trust account. Under Colorado law, any interest is paid to COLTAF (to assist the needy with legal services). Retainers will be applied as services are rendered or costs incurred. This law firm may withhold services until a retainer or additional retainer (as may be requested from time to time) is received. Any unused portion of a retainer will be returned within forty-five (45) days following the termination of the engagement.
3. Termination of Engagement. Subject to the rules governing withdrawal by counsel, either party may terminate the engagement upon written notice to the other party (at the last known address, email address, or facsimile number, as applicable). Client will remain liable for fees and expenses accruing through the date of termination.
4. Client Information. Client information will not be released without the consent of the client (or representative of the client), unless requested by a governmental entity or court. Client contact information will not be sold. WE WILL ONLY STORE FILES, DOCUMENTS, INFORMATION, AND MATERIALS FOR TWO (2) YEARS FOLLOWING THE DATE ON WHICH WORK WAS LAST PERFORMED ON ANY PARTICULAR MATTER AFTER WHICH WE MAY DESTROY OUR FILE. If you want copies of any material in our file you must make arrangements with us during that time.
5. Late Charges. Fees and costs charged by the law firm are due and payable as of the date of the invoice. Any invoice not paid within thirty (30) days following the date of the invoice shall accrue interest (retroactive to the date of the invoice) at the monthly rate of one percent (1%).
6. Rebilling Fees. A charge of \$10.00 for rebilling for each additional invoice (invoices will be no more than monthly) will be added if the first invoice is not paid.
7. Bounced Checks. If a check is returned due to insufficient funds, stop payment or similar matters, a fee of \$50.00 will be assessed.
8. Travel Charges. This law firm shall charge for travel time outside of the Denver-Metro Area at one half of the normal hourly rate of the applicable time keeper. Mileage shall be charged at the current IRS approved-rate, for travel outside of the Denver-Metro Area. Within the Denver-Metro area mileage will not be charged, but time in transit will be billed at normal rates. Travel expenses excluding airline, ground transportation, and lodging expenses will be billed at a rate of \$75 per diem.
9. Withholding Services. This law firm reserves the right to withhold services pending receipt of any amounts owed to us.
10. Collection. In the event legal action is necessary to collect amounts due and owing, the client agrees to pay all costs of collection, including reasonable attorneys' fees. The parties agree any dispute over fees or charges that cannot be resolved informally shall be submitted to the binding arbitration of the Fee Dispute Resolution Committee of the Colorado Bar Association, if the total amount in dispute is less than \$20,000. If the amount in dispute is more than \$20,000, the parties agree to submit the Judicial Arbitrator Group in Denver, Colorado. Each party shall be responsible for paying one-half of the costs of the arbitration, but at the conclusion of the arbitration the arbitrator shall award all costs and reasonable attorney fees to the prevailing party. Venue is proper in the City and County of Denver, State of Colorado and the parties hereby submit themselves to the jurisdiction of all courts therein.

1999 Broadway, Suite 3225, Denver, Colorado 80202

■ Phone 303-377-7888 ■ Fax 303-377-7075

JESTER GIBSON & MOORE, LLP

RATE STRUCTURE

EFFECTIVE JANUARY 1, 2024

Attorneys

Brian T. Moore	\$480.00 per hour
Marcel Krzystek	\$440.00 per hour
Robert R. Marsh	\$440.00 per hour
Justin M. Plaskov	\$425.00 per hour
Colleen Prescott	\$415.00 per hour
Denison Goodrich-Schlenker	\$320.00 per hour
Rachel Tumin	\$320.00 per hour
Brandy Booth	\$300.00 per hour
Daniel Godin	\$285.00 per hour

Paralegals

Laura K. Johnson	\$205.00 per hour
Cristina Tostado	\$190.00 per hour
Miriam Viteri	\$175.00 per hour

Legal Assistants \$145.00 per hour

Law Clerks \$175.00 per hour