

PROFESSIONAL LEGAL SERVICES AGREEMENT

THIS AGREEMENT is a contract for professional legal services effective January 1, 2024, between the **City of Salida**, a Colorado statutory municipality ("City"), and Wilson Williams, LLP d/b/a **WILSON WILLIAMS FELLMAN DITTMAN** ("Law Firm"), under which the Law Firm shall continue to perform legal services for the City.

WHEREAS, pursuant to Section 2-3-10 and Section 2-3-60 of the City of Salida Municipal Code, the City Council of the City had previously appointed Law Firm as its City Attorney; and

WHEREAS, the City Council desires that the Law Firm continue its representation of the City pursuant to this updated agreement.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and undertakings herein set forth, the City and the Law Firm agree as follows:

1. **Scope of Legal Services.** The Law Firm will provide any and all legal services requested of it by the Mayor, City Council, City Administrator and any boards or employees of the City authorized by the Mayor, City Council or City Administrator to request legal services of the Law Firm. Such services shall include, but are not limited to the following:

- a. Attend regular and special meetings of the City Council; attend work session meetings of the City Council as requested.
- b. Attend meetings and conferences with City Council, City boards and commissions, City staff and officers as directed by the Mayor, City Council or City Administrator.
- c. Prepare and/or review ordinances and resolutions.
- d. Prepare and/or review contracts for services, materials and real estate involving the City.
- e. Respond to all inquiries and communications of a general legal nature from the Mayor, members of the City Council, City Administrator, and City staff.
- f. Represent the City in its dealings and negotiations with federal, state and local governmental entities and agencies, special improvement districts and utilities.
- g. Represent the City in litigation matters involving the City.
- h. Enter an appearance in and/or monitor litigation matters that are being actively handled by outside counsel.
- i. Perform such other duties as may be prescribed by the Mayor, City Council, or City Administrator.

The Law Firm agrees to exercise its best efforts on behalf of the City and to handle the matters for which representation has been requested of it faithfully and with due diligence, and in accordance with the Colorado Rules of Professional Conduct. The Law Firm cannot and does not guarantee or agree that a result favorable to or satisfactory to the City will be achieved. No settlement or compromise will be made without the City's consent. The Law Firm is acting as an

independent contractor, and therefore the City will not be responsible for FICA taxes, health or life insurance, vacation, or other employment benefits.

2. **Identification of Client.** It is understood that the Law Firm's client for purposes of its representation is the City of Salida, and not any of its individual members or constituents, or any other entities whose interests are being represented by those individuals.

3. **Term and Termination.** It is understood that the City Attorney serves at the pleasure of the Mayor and City Council, and this Agreement shall therefore be for an indefinite term. The City may terminate this Agreement at any time. If the City discharges the Law Firm, the City shall pay all fees and costs incurred up until 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.

4. **Performance Review.** The performance of the City Attorney may be reviewed by the City Council and City Administrator annually, at the discretion of the City.

5. **Designated City Attorney.** City Attorney services are provided by the Law Firm as a team. Subject to other direction from the City, Nina P. Williams will serve as the designated City Attorney, with Geoff Wilson serving as the principal deputy, and with assistance by Senior Associate Attorney Erica Romberg. The City Attorney may delegate certain research, litigation or drafting projects or any other matters to other attorneys in the Law Firm who have expertise in the area of the legal services requested; however, any such delegated work will be performed directly under her supervision and responsibility.

6. **Management.** At least quarterly, the City Attorney will confer with the City Administrator to identify legal service priorities, and to plan for the management of the legal services budget.

7. **Compensation and Expenses.** The City will compensate Law Firm for professional legal services as indicated below. Expenses such as photo-copying will be charged at the rates set forth on the attached **Schedule of Costs**.

<u>Attorney</u>	<u>Hourly Municipal Rate</u>	<u>Developer Reimburse Rate</u>
Partners	\$ 245.00	\$ 275.00
Counsel	\$ 230.00	\$ 255.00
Senior Associate Attorneys	\$ 210.00	\$ 230.00
Associate Attorneys	\$ 195.00	\$ 215.00
Paralegals/Support staff	\$ 95.00	\$ 105.00
Ken Fellman	\$ 315.00	\$ 365.00

a. *Other Expenses.* In addition to the foregoing hourly rates for professional services, the Law Firm shall charge and the City shall pay all costs incurred by the Law Firm in providing legal services to the City. Examples of such costs include charges for filing fees, mileage, photocopies, color printer, messenger service, etc. A copy of the **Schedule of Costs** is attached. The Law Firm will also charge for half of the travel time to attend City meetings, and will charge for round trip mileage at the IRS-approved rate from the Firm's Louisville offices or point of origination.

- b. *Monthly Billings.* Law Firm will issue a detailed, itemized billing statement each month, for both fees and disbursements. All invoices will reflect services already performed and disbursements already made, and are due upon receipt. Any amounts not paid within 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.
- c. *Rate Adjustments.* Adjustments in the Firm's hourly rates for legal services and other charges do occur from time to time, and we endeavor to notify all then active clients of any changes at the time they take place. Notwithstanding the foregoing, the Law Firm agrees that it shall not raise nor seek to raise the hourly rates for legal services listed within this agreement for a period of at least two (2) years from the effective date of this Agreement.

8. **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 Arbiter 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 Arbiter 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. Arbitration of all disputes, and the outcome of the arbitration, shall remain confidential between the parties.

9. **Document Retention.** The City acknowledges that the files the Law Firm creates and compiles for work on the City's matters, 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.

10. **Governing Law.** This Agreement shall be construed in accordance with, and governed by the laws of the State of Colorado.

11. **Amendment.** This Agreement may be amended only by a written instrument signed by both of the parties hereto.

13. **Prior Agreements.** This Agreement shall supersede all prior agreements between the parties concerning the provision of legal services.

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

EXECUTED on this ___ day of January, 2024, to be effective as of January 1, 2024.

WILSON WILLIAMS LLP,
d/b/a **WILSON WILLIAMS FELLMAN DITTMAN**



Nina P. Williams, Partner

CITY OF SALIDA, COLORADO

By: Dan Shore

Title: Mayor

ATTEST:

City Clerk/Deputy City Clerk

Schedule of Costs

1. **Long Distance Telephone Charges:** There is no charge for long distance calls.
2. **Printing, Copying and Scanning:** Document printing, scanning and copying charges are \$.10 per page for black and white copies, and \$.50 per page for color copies made within the office. Copying, collating, binding, and scanning performed outside the Law 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.
3. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
4. **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.
5. **Mileage:** Roundtrip Mileage is charged at a rate consistent with the guidelines published by the IRS from the Law Firm's Louisville offices or point of origination.
6. **Lodging:** Costs of lodging, when required by the City, are passed along at the actual amount paid.
7. **Other Costs:** Other third-party costs will be billed to clients at the same rate the Firm is billed for the third-party services.

WILSON WILLIAMS FELLMAN DITTMAN
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 Wilson Williams Fellman Dittman, 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.