

**AREOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO,
APPOINTING AND RETAINING A TOWN ATTORNEY**

**Town of Basalt, Colorado
Resolution No. 11
Series of 2018**

RECITALS

1. The Town of Basalt Municipal Charter Section 8.1 requires the Town Council to appoint a Town Attorney, who shall be the legal representative of the Town and shall advise the Council and Town officials in matters relating to their official powers and duties and legal matters affecting the Town.

2. The Town Council may provide the Town Attorney with such assistants as deemed necessary and establish compensation for the Town Attorney and such assistants for the fulfillment of the duties required under the Municipal Charter and Code.

3. The Town Council desires to engage the services of Attorney Jeff Conklin of Karp Neu Hanlon, P.C., as the Attorney primarily responsible for handling the Town's matters.

4. The Town Council finds the rates and compensation provided to the Town Attorney and the Attorney's assistants as outlined in the Engagement Agreement of May 9, 2018 are just and reasonable.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Town of Basalt, Colorado, that:

Section 1. The recitals made above are hereby incorporated as findings of the Town Council.

Section 2. Jeff Conklin of Karp Neu Hanlon, P.C. is hereby appointed and retained as the Town Attorney, with such assistants as may be necessary to fulfill the duties required under the Basalt Municipal Charter and Basalt Municipal Code.

Section 3. The Engagement Agreement and corresponding Rates of Service of the Town Attorney and assistants, attached hereto as **Exhibit A**, are approved.

READ AND ADOPTED by a vote of 6 to 0 this 22nd day of May, 2018.

TOWN OF BASALT, COLORADO

By: 

Jacques R. Whitsitt, Mayor

By: 

Pamela K. Schilling, Clerk



EXHIBIT A

Karp Neu Hanlon^{PC}
ATTORNEYS AT LAW

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201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen
323 W. Main Street
Suite 301
Aspen, CO 81611

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1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Jeffrey J. Conklin
Partner

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Office: (970) 945-2261
Fax: (970) 945-7336
*Direct Mail to Glenwood Springs

May 9, 2018

Sent via mail:
Town of Basalt
c/o Ryan Mahoney, Town Manager
101 Midland Avenue
Basalt, CO 81621

Re: Engagement Agreement

Dear Ryan:

We are very pleased to be selected by Town Council to represent the Town for general legal services. In accordance with our regular practice and consistent with the Rules of Professional Conduct, before or shortly after commencing representation of a new client, we want to make certain that you know how we determine our fees and how we intend to handle your matter in our office. We ask that you review this engagement and, if acceptable to Council, have the Mayor countersign in the space provided below and return to us.

Services to be Provided. Jeff Conklin will be the attorney primarily responsible for handling the Town's matters. Other attorneys and firm personnel may work on the matter from time to time. We will be rendering legal services only to the Town and to no other person or entity in connection with our work. As long our advice to the Town is kept confidential, the attorney-client privilege and confidential relationship between us will not be inadvertently waived. We are happy to review our representation and performance as Town Attorneys with Town Council when requested.

Fees. Our rates and fees are based on factors set forth in Rule 1.5 of the Colorado Rules of Professional Conduct adopted by the Colorado Supreme Court, a copy of which is enclosed. Unless otherwise agreed, you will be billed for professionals' time at increments of 1/10th hour. A copy of the firm's current Hourly Rate and Expense Chart is enclosed. These rates are changed occasionally to reflect changes in experience of our personnel and inflation. While we may, from time to time, furnish you with estimates of the amount of fees which we anticipate will be charged for services provided, such estimates are by their nature inexact and cannot be binding on either of us. Therefore, absent a specific written agreement, any estimates made by us are for planning purposes only and are in all respects subordinate to our regular billing procedures.

Expenses. The Town agrees to reimburse us for all out-of-pocket costs and expenses incurred in connection with the legal services that we perform for the Town. Without limitation, these costs and expenses may include filing and recording fees, expert costs, photocopy and document handling fees, court and deposition reporter fees, travel expenses, research, document retrieval, and other similar charges. Standard costs are identified on the enclosed Hourly Rate and Expense Chart.

Billing and Payment. We agree to keep records of all time spent and expenses incurred and, unless otherwise advised, you will be invoiced on a timely basis. Payment is due upon receipt of our invoice, but no later than thirty (30) days after a statement is sent understanding that the Council needs to approve payments at regular meetings. Payments not received within sixty (60) days will accrue interest at the rate of 1.5% per month (18% A.P.R.).

Karp.Neu.Hanlon

Engagement Letter

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Work Product. In accordance with the Colorado Rules of Professional Responsibility, we will retain our work product produced on your behalf for a reasonable period of time after the completion of representation. We reserve the right, in our sole discretion, to store our work product either in a paper or electronic format. In the event that our work product is stored in an electronic format, paper documents may be destroyed.

Termination of Services. The Town has the right at any time to terminate our services upon written notice, and we shall immediately, after receiving such notice, cease to render additional services. If you elect to exercise such right, we shall cooperate with you in facilitating the orderly transfer of your files and records to you or your new attorneys, upon payment in full of any balance owing to us. Such termination will not, however, relieve you of the obligation to pay the fees due for services rendered and expenses incurred prior to such termination and as a result of a transition. If our representation is terminated by the client or the firm, the firm shall seek an order from the court allowing withdrawal from any pending litigation matters.

The foregoing covers the essential elements of our engagement. We would be happy to discuss these or any other aspects of our representation. If you have questions about a particular bill or any other aspect of our services for you in the future, please bring these to our attention as we believe communication resolves most misunderstandings. We look forward to a successful relationship with you.

Very truly yours,

KARP NEU HANLON, P.C.



Jeffrey J. Conklin

Enclosures: Rule 1.5, C.R.P.C.
Hourly Rate and Expense Chart

AGREED AND ACCEPTED:
Town of Basalt

Mayor

Date

C.R.P.C. RULE 1.5 FEES

A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following:

- (1) The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) The fee customarily charged in the locality for similar legal services;
- (4) The amount involved and the results obtained;
- (5) The time limitations imposed by the client or by the circumstances;
- (6) The nature and length of the professional relationship with the client;
- (7) The experience, reputation, and ability of the lawyer or lawyers performing the services; and
- (8) Whether the fee is fixed or contingent.

When the lawyer has not regularly represented the client, the basis or rate of the fee and expenses shall be communicated to the client, in writing, before or within a reasonable time after commencing the representation. Except as provided in a written fee agreement, any material changes to the basis or rate of the fee or expenses are subject to the provisions of Rule 1.8(a).

A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is otherwise prohibited. A contingent fee agreement shall meet all of the requirements of Chapter 23.3 of the Colorado Rules of Civil Procedure, "Rules Governing Contingent Fees."

Other than in connection with the sale of a law practice pursuant to Rule 1.17, a division of a fee between lawyers who are not in the same firm may be made only if:

- (9) The division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;
- (10) The client agrees to the arrangement, including the basis upon which the division of fees shall be made, and the client's agreement is confirmed in writing; and
- (11) The total fee is reasonable.

Referral fees are prohibited.

Fees are not earned until the lawyer confers a benefit on the client or performs a legal service for the client. Advances of unearned fees are the property of the client and shall be deposited in the lawyer's trust account pursuant to Rule 1.15(f)(1) until earned. If advances of unearned fees are in the form of property other than funds, then the lawyer shall hold such property separate from the lawyer's own property pursuant to Rule 1.15(a).

Nonrefundable fees and nonrefundable retainers are prohibited. Any agreement that purports to restrict a client's right to terminate the representation, or that unreasonably restricts a client's right to obtain a refund of unearned or unreasonable fees, is prohibited.

KARP NEU HANLON, P.C.			
2018 HOURLY RATE CHART			
POSITION	NAME	INITIALS	HOURLY RATE
Partner	Sander N. Karp	SNK	\$185.00
Partner	James S. Neu	JSN	\$185.00
Partner	Karl J. Hanlon	KJH	\$185.00
Partner	Michael J. Sawyer	MJS	\$185.00
Partner	James F. Fosnaught	JFF	\$185.00
Partner	Jeffrey J. Conklin	JJC	\$185.00
Of Counsel	Anna S. Itenberg	ASI	\$185.00
Associate	Matthew L. Trinidad	MLT	\$175.00
Associate	Patrick L. Barker	PLB	\$175.00
Associate	Jon T. Hoistad	JTH	\$175.00
Associate	Delphine F. Janey	DFJ	\$175.00
Associate	Aaron T. Berne	ATB	\$175.00
Associate	Shoshana Rosenthal	SR	\$175.00
Paralegal	Erika L. Watkins	ELW	\$105.00
Paralegal	Angelique P. Petterson	APP	\$105.00
Paralegal	Pilar Grabe	DPG	\$105.00
Legal Assistant	Renee O. Stump	ROS	\$75.00
Expenses			Rate
Mileage current IRS rate as it may be amended throughout the year			\$0.55 per mile (current IRS rate)
Photo Copies			\$0.25 per copy
Facsimile Transmissions			\$1.00 per page
Color Photo Copies			\$1.25 per copy
Scanning			\$0.10 per page
Computer Research outside of the Firm's West Law libraries			Actual cost of access time accumulated
OTHER EXPENSES ARE BILLED AT ACTUAL COSTS			

The above rates are subject to change annually.

All Accounts Due in 30 days. Overdue Accounts will be Assessed 1.5% per month (18% A.P.R.)

In the event an action is required to collect payment, client agrees to pay reasonable attorneys' fees and costs of collection.