

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT, (this "Agreement") is made to be effective as of September 1, 2023, and is between the Town of Frisco, a Colorado home rule town ("Town"), and Murray Dahl Beery & Renaud LLP ("Law Firm") under which the Law Firm shall perform legal services for the Town.

WHEREAS, pursuant to Section 6-1 of the Town Charter, the Town Council of the Town of Frisco has appointed Thad W. Renaud of the Law Firm as its Town Attorney; and

WHEREAS, on or about January 1, 2020, the Town and the Law Firm entered into a Legal Services Agreement (the "Prior Legal Services Agreement"); and

WHEREAS, the Town and the Law Firm desire to terminate the Prior Legal Services Agreement and to substitute this Agreement in its place

NOW THEREFORE, the Town and the Law Firm agree that the Prior Legal Services Agreement is hereby terminated, and further agree as follows:

1. Scope of Legal Services. The Law Firm will provide any and all legal services requested of it by the Mayor, the Town Council, the Town Manager, and any boards or employees of the Town authorized by the Mayor, Town Council or Town Manager 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 Town Council; attend work session meetings of the Town Council as requested.
 - b. Attend meetings and conferences with Town Council, Town boards and commissions, Town staff and officers as directed by the Mayor, Town Council or the Town Manager.
 - c. Prepare and/or review ordinances, resolutions and Town Charter amendments.
 - d. Prepare and/or review contracts for services, materials and real estate involving the Town.
 - e. Respond to all inquiries and communications of a general legal nature from the Mayor, members of the Town Council, the Town Manager, and the Town staff.
 - f. Represent the Town in its dealings and negotiations with federal, state and local governmental entities and agencies, special improvement districts and utilities, affecting the Town.
 - g. Represent the Town in litigation matters involving the Town.

h. Enter an appearance in and/or monitor litigation matters that are being actively handled by outside counsel.

i. Represent the people of the Town of Frisco in the prosecution of Code violations in the Frisco Municipal Court.

j. Perform such other duties as may be prescribed by the Frisco Charter, the Town Council, or the Town Manager.

The Law Firm agrees to exert its best efforts on behalf of the Town and to handle the matters for which representation has been requested of it faithfully and with due diligence. The Law Firm cannot and does not guarantee or agree that a result favorable to or satisfactory to the Town will be achieved. No settlement or compromise will be made without the Town's consent.

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

3. Term. It is understood that the Town Attorney serves at the pleasure of the Frisco Town Council, and this Agreement shall therefore be for an indefinite term.

4. Performance Review. The parties agree that the performance of the Town Attorney shall be reviewed by the Town Council and Town Manager annually.

5. Designated Town Attorney. The name of the Town Attorney within the Law Firm who will be primarily responsible for all legal services to be rendered to the Town is Thad W. Renaud. The Town Attorney may delegate certain research or drafting projects or 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 his supervision and responsibility.

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

7. Compensation and Expenses. The Law Firm will charge the Town for its services according to the following provisions:

a. Retainer. The Town agrees to pay the Law Firm a monthly retainer in the amount of \$1500.00. The retainer will cover all services associated with attendance at two regular Town Council meetings per month. In lieu of attendance at Town Council meetings, the Town Manager and Town Attorney may agree to apply the retainer to office hours or other board meetings on a case by case basis.

b. *Fee For Services of Thad W. Renaud.* The hourly fee for all legal services provided by Thad W. Renaud shall be \$275.00.

c. *Fee for Associates of the Law Firm.* The hourly fee for all legal services provided by any Associate attorney of the Law Firm shall be \$205.00.

d. *Fee for Partners and Special Counsel of the Law Firm.* The hourly fee for all legal services provided by any Partner or Special Counsel attorney of the Law Firm shall be that amount that is eighty percent (80%) of the attorney's standard hourly rate from time to time, provided, however, that in no event shall the hourly fee of any such attorney exceed \$265.00.

e. *Development-Related Legal Services.* Notwithstanding the foregoing, the hourly fee for development-related legal services performed by Thad W. Renaud that are actually billed to and paid for by any applicant seeking a land use or development related approval shall be \$300.00.

f. *Fee for Paralegals of the Law Firm.* The hourly fee for all services provided by any Paralegal of the Law Firm shall be \$120.00.

g. *Fee for Municipal Court Prosecution Services.* Notwithstanding the foregoing, the hourly fee for any Associate attorney of the Law Firm providing municipal court prosecution services shall be \$170.00.

h. *Flat Fee for Certain Services.* The Town Manager and Town Attorney may, when they deem it in the best interests of the Town, agree on a flat fee for any discrete legal services project.

i. *Travel Expenses.* The Law Firm will not bill the Town for travel time between Denver and Frisco Town Hall, unless the Town Attorney and/or other Law Firm attorneys are required to travel to Frisco more than twice in one month; in such event, travel time associated with any such additional trips shall be included within the fee of the attorney required to travel.

j. *Other Expenses.* In addition to the foregoing hourly rates for legal services fee, The Law Firm shall charge and the Town shall pay all costs incurred by the Law Firm in providing legal services to the Client. Examples of such costs include charges for filing fees, depositions, expert witnesses, consultants, travel, long distance telephone, computer research, photocopies, scanning, color printer, 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.

k. *Monthly Billings.* The Law Firm will bill the Town 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 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 Town 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 Town. The Town'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.

8. Billing Statement. The Law Firm will provide a computer generated billing statement each month setting forth the following information in a readable, detailed format:

- a. The date services are provided.
- b. The description of those services.
- c. The legal professional performing those services.
- d. The applicable hourly rate.
- e. The amount of time expended.
- f. A total of the cost of those services.

g. With respect to disbursements and other expenses, the billing statement will indicate the date, the item of expense and the cost of that expense in a cumulative total of all expenses that month.

9. Miscellaneous. The Town may terminate this Agreement at any time. If the Town discharges the Law Firm, the Town 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 Town, terminate this Agreement. If the Law Firm terminates this Agreement, the Town shall pay all fees and costs incurred to the date of termination.

10. 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 Town 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 Town 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 Town and the Law Firm. Arbitration of all disputes, and the outcome of the arbitration, shall remain confidential between the parties.

11. Document Retention. The Town acknowledges that the files the Law Firm creates and compiles for work on the Town'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 Town will not receive further notice prior to the destruction of these files. Accordingly, if the Town wishes to maintain a record of any matter beyond our retention period, the Town should consider maintaining its own files relating to the matters that we are handling.

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

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

14. Prior Agreements. This Agreement shall supercede all prior agreements between the parties concerning the provision of legal services.

15. Signature. THE LAW FIRM AND THE TOWN HAVE READ THIS DOCUMENT, UNDERSTAND IT, AND AGREE TO IT.

EXECUTED on this ____ day of _____, 2023, to be effective as of September 1, 2023.

TOWN OF FRISCO

Hunter Mortensen, Mayor

ATTEST:

Stacey Nell, Town Clerk

MURRAY DAHL BEERY & RENAUD, LLP

Thad W. Renaud
Partner

Murray Dahl Kuechenmeister & Renaud LLP

PRIVACY POLICY NOTICE

Attorneys, like other professionals, who advise on certain personal matters, are now required by a new 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 this new law. Therefore, please understand that your privacy is important to us and we have always protected 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 new law by explaining our longstanding privacy policy with respect to your personal information.

NONPUBLIC PERSONAL INFORMATION WE COLLECT:

In the course of providing our clients with financial advisory activities, including estate planning, tax planning and tax preparation services (including income tax, estate tax, and gift tax advice), collecting overdue accounts receivable, and providing real estate settlement services, we collect personal and financial 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 current or former client of Murray Dahl Kuechenmeister & 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.

EXHIBIT A

Schedule of Costs

1. **Faxes:** There is no charge for faxes received or for faxes sent within the local calling area. For faxes sent outside of the local calling area, the client is charged for the long distance telephone connection, if any.
2. **Copying and Scanning:** Document scanning and copying charges are \$.20 per page for services performed 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.
3. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
4. **Computer Research:** The charge to the client includes the usage amount billed to the Firm for on-line computer services plus an additional amount to cover equipment, telephone, basic subscription costs, taxes, and other overhead costs.
5. **Mileage:** Mileage is charged at a rate consistent with the guidelines published by the IRS.
6. **Other Costs:** Other third party costs, such as conference calls, will be billed to clients at the same rate the Firm is billed for the third party services.