

**TOWN OF MINTURN, COLORADO  
RESOLUTION NO. 11 – SERIES 2014**

**A RESOLUTION APPROVING AN ENGAGEMENT  
AGREEMENT BETWEEN KARP NEU HANLON P.C. AND  
THE TOWN OF MINTURN, COLORADO AND  
APPOINTING KARP NEU HANLON P.C. AS TOWN  
ATTORNEY**

**WHEREAS**, the Town Council of the Town of Minturn conducted a search for a permanent Town Attorney; and

**WHEREAS**, the Minturn Town Council has reviewed the Engagement Agreement with Karp Neu Hanlon P.C. and deems it acceptable.

**WHEREAS**, the Town Council desires to appoint Karp Neu Hanlon P.C. as the Town Attorney for the Town of Minturn.

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

1. The Minturn Town Council hereby approves the Engagement Agreement between Karp Neu Hanlon P.C. and the Town of Minturn, Colorado and authorizes the Mayor to execute said Agreement.
2. The Minturn Town Council hereby appoints Karp Neu Hanlon P.C. as the Town Attorney.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 21<sup>st</sup> day of May, 2014.

TOWN OF MINTURN

By: Hankye Flaherty  
Mayor

ATTEST:

[Signature]  
Town Clerk



**Karp.Neu.Hanlon**<sup>pc</sup>  
ATTORNEYS AT LAW

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May 13, 2014

Town of Minturn  
302 Pine Street  
Minturn, Colorado 81645

Re: Engagement Agreement

Dear Mayor Flaherty and Town Council Members:

We are very pleased to be selected by the Council Members to represent the Town of Minturn for general legal services. In the event you request additional representation, and we agree to provide such services, the terms and conditions of this engagement agreement shall apply to those additional services at our then current hourly rates.

In accordance with our regular practice and as required by 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.

**Services to be Provided.** Mike Sawyer shall be the attorney with primary responsibility for handling the Town's matters. However, other attorneys, law clerks, paralegals, and secretaries may work on the matter from time to time to provide you with the services required in a cost-effective manner. All work by non-lawyer personnel will be supervised by an attorney.

We will be rendering legal services only to you and to no other person or entity in connection with our work. As long as you keep our advice to you confidential, the attorney-client privilege and confidential relationship between us will not be inadvertently waived.

**Fees for Services Provided.** The amount of our fees for our services will be based on a number of factors but primarily the amount of time spent on the matter. Billing rates are assigned to each attorney and paralegal based upon skill and experience. 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. When preparing any billing statement, we consider all the 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 also attached.

While we may, from time to time, furnish you with estimates of the amount of fees which

we anticipate will be charged for services to be performed under this agreement, 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.

**Disbursements.** In addition to the fees described above, we shall be reimbursed for all out-of-pocket disbursements incurred in connection with any legal services performed. Included in this category are filing and recording fees, court and deposition reporter fees, travel expenses, Westlaw fees and similar charges. These standard costs are identified on the enclosed Hourly Rate and Expense Chart.

**Billing and Payment.** Our office bills clients on or about the last day of the month. We send monthly statements to you which will include charges for legal fees for the services performed, as well as for disbursements incurred during the statement period. 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.).

**Work Product.** In accordance with the Colorado Rules of Professional Responsibility, Karp Neu Hanlon, P.C. will retain our work product produced on your behalf for a reasonable period of time after the completion of representation. Karp Neu Hanlon, P.C. reserves 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.** You have 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 disbursements incurred prior to such termination and as a result of a transition. If this engagement agreement is terminated by the client or the firm, the firm shall seek an order from the court allowing withdrawal from any pending cases.

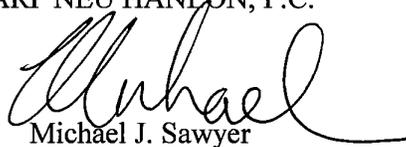
I believe that the foregoing covers the essential elements of our engagement. If you wish to discuss these or any other aspects of our representation, I would be pleased to do so. If you have questions about a particular fee statement or any other aspects of our services for you in the future, please bring these to my attention since it is our belief that communication can solve most problems.

We look forward to a successful and satisfying relationship with you!

Because this letter sets forth the basis on which we will represent you, please execute the enclosed copy of this letter and return it to me.

Very truly yours,

KARP NEU HANLON, P.C.



Michael J. Sawyer

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

AGREED AND ACCEPTED:



Mayor

5/27/14  
Date

## C.R.P.C. RULE 1.5 FEES

- (a) 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.
- (b) 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).
- (c) 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."
- (d) 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:
  - (1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;
  - (2) 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
  - (3) the total fee is reasonable.
- (e) Referral fees are prohibited.
- (f) 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).
- (g) 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.****2014 HOURLY RATE CHART**

<b>POSITION</b>	<b>NAME</b>	<b>INITIALS</b>	<b>HOURLY RATE</b>
Partner	Sander N. Karp	SNK	N/A
Partner	James S. Neu	JSN	\$190.00
Partner	Karl J. Hanlon	KJH	\$190.00
Partner	Michael J. Sawyer	MJS	\$185.00
Partner	James F. Fosnaught	JFF	\$185.00
Of Counsel	Greg S. Russi	GSR	N/A
Of Counsel	Anna S. Itenberg	ASI	\$185.00
Associate	Hollie L. Wieland	HLW	N/A
Associate	Jeffrey J. Conklin	JJC	\$175.00
Associate	Matthew L. Trinidad	MLT	\$175.00
Paralegal	Erika L. Watkins	ELW	\$95.00
Paralegal	Virginia M. Lemon	VML	\$95.00
<b>Expenses</b>			<b>Rate</b>
Mileage current IRS rate as it may be amended throughout the year <i>*No travel time will be charged for up to two Town Council meetings per month</i>			\$0.565 per mile (current IRS rate)
Photo Copies			\$0.25 per copy
Facsimile Transmissions			\$1.00 per page
Color Photo Copies			\$1.25 per copy
Computer Research outside of the Firm's West Law libraries			Actual cost of access time accumulated
<b>OTHER EXPENSES ARE BILLED AT ACTUAL COSTS</b>			

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.*