

## LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT is an agreement between the Town of Nunn, a Colorado municipal corporation ("Town"), and Murray Dahl Kuechenmeister & Renaud LLP ("Law Firm") under which the Law Firm shall perform legal services for the Town.

WHEREAS, the Town Board of the Town has appointed B. Brittany Scantland of the Law Firm as its Town Attorney.

NOW THEREFORE, the Town and the Law Firm agree as follows:

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

a. Attend regular and special meetings of the Town Board as requested; attend work session meetings of the Town Board as requested.

b. Attend meetings and conferences with the Town Board, Town boards and commissions, Town staff and officers as directed by the Mayor or the Town Board.

c. Prepare and/or review ordinances, resolutions and Town Code 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 Board, 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. Represent the people of the Town in the prosecution of Code violations in the Nunn Municipal Court.

i. Perform such other duties as may be prescribed by the Town Code or the Town Board.

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 of any civil matter 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 Nunn, and not any of its individual officials, employees or constituents, or any other entities whose interests are represented by those individuals.

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

4. Designated Town Attorney. The attorney within the Law Firm who will be primarily responsible for all legal services to be rendered to the Town is B. Brittany Scantland. Ms. Scantland 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 her supervision and responsibility.

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

a. *Fee for Services of B. Brittany Scantland.* The hourly fee for all legal services provided by Ms. Scantland shall be \$135.

b. *Fee for Services by Chris Price.* The hourly fee for all legal services provided by Mr. Price shall be \$120.

c. *Fee for Other Attorneys of the Law Firm.* The hourly fee for all legal services provided by any other 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. A schedule of the current standard hourly rates of attorneys within the law firm is attached hereto.

d. *Other Expenses.* The Law Firm shall charge all costs incurred by the Law Firm in providing legal services to the Town. Examples of such costs include charges for filing fees, depositions, expert witnesses, consultants, travel, long distance telephone, computer research, photocopies, scanning, color printing, messenger service, etc. A copy of the current Schedule of Costs is attached hereto as **Exhibit A**.

e. *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.

6. 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.

7. 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.

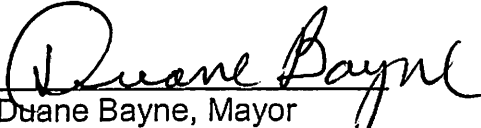
8. Governing Law. This Agreement shall be construed in accordance with, and governed by the laws of the State of Colorado.

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

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

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

EXECUTED on this 24<sup>th</sup> day of April, 2007.

  
Duane Bayne, Mayor

ATTEST:

  
Tori McMechan, Town Clerk

MURRAY DAHL KUECHENMEISTER &  
RENAUD LLP

  
Gerald E. Dahl, Partner

## EXHIBIT A

### Schedule of Costs

1. **Long Distance Telephone Charges:** These charges include the actual per minute charge billed to us by our long distance carrier and an additional amount to cover call accounting system and miscellaneous costs.
2. **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.
3. **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.
4. **Color Printer:** Documents printed in-house using the Firm's color printer will be charged at \$.25 per page.
5. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
6. **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.
7. **Mileage:** Mileage is charged at a rate consistent with the guidelines published by the IRS.
8. **Travel:** The Town will be responsible for one leg of travel to or from meetings related to representation of the Town.
9. **Other Costs:** Other third party costs will be billed to clients at the same rate the Firm is billed for the third party services.

**STANDARD HOURLY RATES** 80%RATE

Malcolm M. Murray	\$250	\$200
Gerald E. Dahl	\$250	\$200
Thad W. Renaud	\$250	\$200
M. Patrick Wilson	\$225	\$180
Debra Kalish	\$225	\$180
B. Brittany Scantland	\$170	\$136
Christopher Price	\$150	\$120
Legal Assistant	\$85	\$68