

RESOLUTION NO. 09-22

INTRODUCED BY:

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF CASTLE PINES NORTH
RATIFYING THE INTERIM GENERAL COUNSEL SERVICES AGREEMENT**

WHEREAS, pursuant to Section 31-4-208, C.R.S., the City Council of the City of Castle Pines North, on February 11, 2009, appointed the law firm of Widner, Michow & Cox, L.L.C. as its City Attorney (the "Law Firm"); and

WHEREAS, prior to February 11, 2009, the City was in need of interim legal services and legal advice from the Law Firm; and

WHEREAS, previously, the City's Mayor and Law Firm on February 3, 2009, entered into an Interim General Counsel Services Agreement which provided for a maximum of five (5) hours of legal services to be provided by the Law Firm, subject to certain terms and conditions (the "Interim General Counsel Services Agreement"); and


WHEREAS, the City Council desires to ratify that certain Interim General Counsel Services Agreement.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES NORTH, COLORADO:

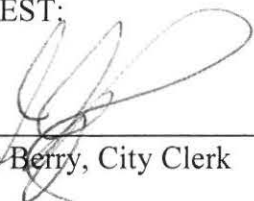
Section 1. The City Council hereby ratifies the Interim General Counsel Services Agreement entered into by the Mayor and Widner, Michow & Cox, L.L.C., which is attached hereto as Exhibit A.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES NORTH the 11th day of February, 2009.

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Maureen A. Shul, Mayor

ATTEST:



Janie Berry, City Clerk

APPROVED AS TO FORM:

City Attorney



Exhibit A

INTERIM GENERAL COUNSEL SERVICES AGREEMENT



WIDNER MICHOW & COX, LLP
ATTORNEYS AT LAW

February 3, 2009

Copy sent via email to: Alan Lanning @
(Alan.Lanning@CH2M.com)

City of Castle Pines North
Attention: Mayor Maureen Shul and City Council Members
558 Castle Pines Parkway
Unit B4-208
Castle Rock, CO 80108

Re: Interim General Counsel Services

Dear Mayor Shul and Members of City Council:

This letter of agreement memorializes the engagement of Widner Michow & Cox LLP (the "Law Firm") by the City of Castle Pines North ("Client") to represent the Client on specific legal issues as directed by the Client by and through the Mayor and City Manager. The scope of this engagement is specifically limited to the Law Firm's representation of the Client on an interim basis prior to Council approval of a general legal services agreement with the Firm up to a maximum of five (5) hours based on the following terms and conditions.

Compensation. The Client shall pay the Law Firm compensation for services rendered. For legal services performed by Linda C. Michow or Maureen Herr Juran, compensation will be based upon an hourly rate of \$200.00 per hour.

Costs. The Client shall compensate the Law Firm for out-of-pocket fees and costs incurred on the Client's behalf, including but not limited to filing fees, service of process, expert witness fees, court reporter fees, transcript fees, messenger fees, computer research, recording fees, title company fees, and similar fees. Such fees will be billed to the Client at the Law Firm's cost without mark-up. The Client shall compensate the Law Firm for mileage expenses for personal use of private vehicles used by the Law Firm's attorneys incurred in the direct and exclusive performance of services for the City. Mileage shall be charged at the Law Firm's standard mileage rate.

Billing; Payment; Late Payment Charge. The Law Firm shall provide to the Client a detailed invoice for the legal services rendered. Such invoice(s) shall separate work and fees for the specific use tax matter. The Client shall pay all billings from the Law Firm within thirty (30) days of receipt of invoice. Any amounts not paid within thirty (30) 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 Client fails to pay any charges within thirty (30) days of the date of the bill, the Law Firm may elect to stop all work for the Client. The Client's obligation to make prompt payment of all fees and charges does not depend upon achievement of any specific result.

Term and Termination. This Agreement shall be effective upon approval by the Mayor or Mayor Pro Tem (as ratified by City Council) and Law Firm and shall terminate upon written notice by either party. Termination by either party may occur at any time without cause or reason. If the Client discharges the Law Firm, the Client shall pay all fees and costs incurred to the date of termination, and the Law Firm shall deliver all files and documents of the Client to the Client.

WIDNER MICHOW & COX LLP

**CITY OF CASTLE PINES NORTH,
COLORADO**

By: Linda Michow
Linda C. Michow

By: Maureen A. [Signature]
Title: Mayor

Date: 2/3/09

ATTEST:

By: Carl E. Kolh
City Clerk or Deputy City Clerk

RATIFIED BY CITY COUNCIL AT A MEETING DULY HELD ON 11TH DAY OF NOVEMBER, 2009 BY A VOTE OF SIX (6) IN FAVOR AND 0 (ZERO) AGAINST.