

RESOLUTION NO. 10-49

INTRODUCED BY:

Councilperson Gilbert

Councilperson Hamilton-Bruer

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF CASTLE PINES NORTH
RETAINING THE SERVICES OF SHERMAN & HOWARD LLC
TO ACT AS SPECIAL COUNSEL TO THE CITY**

WHEREAS, pursuant to Section 31-15-101, C.R.S., the City Council of the City of Castle Pines North has the authority to enter into contracts; and

WHEREAS, the City is seeking to retain special counsel in order to advise the City with respect to certain public finance and election matters, including but not limited to issues relating to the Castle Pines North Metropolitan District; and

WHEREAS, Sherman & Howard LLC (the "Firm") has submitted a letter of engagement to act as special counsel in connection with said matters; and

WHEREAS, as set forth in the engagement letter, the Firm's fees for providing special counsel services to the City will not exceed \$10,000.00 in the aggregate without subsequent City Council approval; and

WHEREAS, the City Council wishes to retain the Firm in accordance with the terms of the engagement letter and any conditions of approval or amendments imposed by City Council.

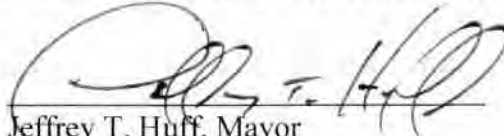
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES NORTH, COLORADO:

Section 1. The City Council hereby retains Sherman & Howard, LLC, by and through Dee P. Wisor, to perform legal services in those matters as specified in the engagement letter attached hereto as **Exhibit A**, subject to amendments to the engagement letter as deemed necessary by the City Attorney and/or as directed by City Council in its motion of approval.

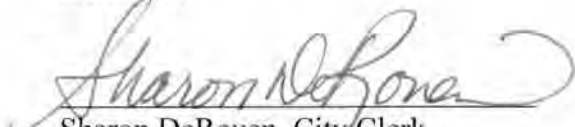
Section 2. Upon approval of the final form of engagement letter by the City Attorney, the Mayor is authorized to sign the engagement letter on behalf of the City.

Section 3. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES NORTH by a vote of seven (7) in favor and none against this 18th day of May, 2010.


Jeffrey T. Huff, Mayor

ATTEST:


Sharon DeRouen, City Clerk

APPROVED AS TO FORM:

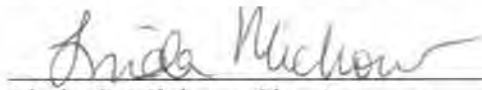

Linda C. Michow, City Attorney

Exhibit A
LETTER OF ENGAGEMENT

Sherman & Howard L.L.C.

ATTORNEYS & COUNSELORS AT LAW
633 SEVENTEENTH STREET, SUITE 3000
DENVER, COLORADO 80202
TELEPHONE: (303) 297-2900
FAX: (303) 298-0940

Dee P. Wisor
Direct Dial Number: (303) 299-8228
E-mail: dwisor@shermanhoward.com

May 13, 2010

City of Castle Pines North
c/o Widner Michow & Cox
13133 East Arapahoe Road
Suite 100
Centennial, Colorado 80112

Attention: Linda Michow, Esq.

Dear Ms. Michow:

We are pleased to confirm our engagement as special counsel to the City of Castle Pines North (the "City") in advising the City with respect to public finance and economic development matters, election issues, and the dissolution of the Castle Pines North Metropolitan District (the "District"). We appreciate your confidence in us and will do our best to continue to merit it.

We believe it is good practice to set forth in writing the elements of our mutual understanding in establishing our attorney-client relationship. We also believe that the performance of our services may require your effort and cooperation. Consequently, the better we each understand our respective roles, responsibilities and contributions, the more efficient, effective and economical our work for you can be.

Personnel. Dee Wisor will be principally responsible for the work performed by Sherman & Howard L.L.C. in connection with this engagement and he will report to and take direction from you, in your capacity as City Attorney. Dee Wisor will be assisted by one of our associate attorneys, Paul Wisor. Where appropriate, certain tasks may be performed by one of our other attorneys or paralegals. At all times, however, Dee Wisor will coordinate, review, and approve all work completed for the City.

Scope of Services. It will be our responsibility to advise the City on matters related to public finance and economic development, election issues, and the dissolution of the District in order to protect the City's interests. Our services as special counsel to the City are limited to those contracted for explicitly herein; the City's execution of this letter constitutes an acknowledgment of those limitations.

Attorney-Client Relationship. In performing our services, the City will be our client and an attorney-client relationship will exist between us. We will represent the

interests of the City rather than its City Council, the Council's individual members, or the City's employees. We will work closely with you, as the City Attorney, and will rely on your opinion with regard to specific matters.

Conflicts of Interest. Before accepting any new business, the Colorado Rules of Professional Conduct (the "Rules") require us to evaluate whether there exist any ethical constraints to representing the City in this matter. As of the date hereof, we have completed a conflicts check within our firm and have determined that there are no conflicts.

Fee Arrangement. We will expect to be compensated for our work based upon the time we spend fulfilling our duties as special counsel to the City. Dee Wisor's hourly rate is \$475, but will cap his hourly rate with respect to this matter at \$390. Paul Wisor's hourly rate is \$235. It is possible that other attorneys and legal assistants will assist in certain aspects of our representation at a lower hourly rate. Our aggregate fees will not exceed \$10,000, without the City's consent.

Our hourly rates are increased periodically, generally at year end. If the firm increases rates during this engagement, we will provide you written notice of those changes for the personnel working on this engagement and we will charge at the adjusted rates for work performed after the change. Such changes will be reflected on our invoices. The City acknowledges that our fees will be paid by the City.

In addition, this letter authorizes us to make disbursements on behalf of the City. We will bill for such expenses at cost, including such items as photocopying, facsimile transmission charges, computer assisted research, deliveries and other miscellaneous expenses. We will submit a fee statement at the conclusion of our representation of the City.

Public Contract for Services – Compliance with § 8-17.5-101 C.R.S. In connection with our engagement with the City as special counsel, Sherman & Howard L.L.C. qualifies as a "contractor" pursuant to § 8-17.5-101(2), C.R.S. and we hereby certify that, as of the date hereof: (i) we do not knowingly employ or contract with an illegal alien who will perform work under this engagement, and (ii) we have participated in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this engagement. In compliance with Section § 8-17.5-102(2), C.R.S., the provisions set forth in Exhibit A to this engagement letter are incorporated herein and made a part hereof.

Document Retention. At or within a reasonable period after the conclusion of our representation hereunder, we will review the file to determine what materials should be retained as a record of our representation and those that are no longer needed. We will return any original documents obtained from you. We will retain for several years a copy of such materials as correspondence, final substantive work product, documents obtained from you,

and documents obtained from third parties. We will not retain such materials as duplicates of the above-described material, or drafts and notes that do not appear needed any longer.

Ordinarily the firm will keep the retained materials until seven years after the conclusion of our representation. At the end of that time, unless you advise us in writing to the contrary, we will destroy the bulk of the file. If the file is especially voluminous, we may destroy all or portions of it earlier, as our storage facilities are limited. If you prefer other arrangements for retention or disposition of our files in this matter, please advise us in writing.

Termination of Engagement. Upon completion of our services as outlined in this letter, our responsibilities as special counsel will terminate and our representation of the City and the attorney-client relationship created by this engagement letter will be concluded. Should the City seek other, additional legal services, we would be happy to discuss the nature and extent of our separate engagement at that time.

Approval. If the foregoing terms of this engagement are acceptable to you, please so indicate by returning the duplicate original of this letter signed in your capacity as City Attorney to the City, retaining the other original for your files.

We are pleased to have the opportunity to serve as your special counsel and look forward to a mutually satisfactory and beneficial relationship. If at any time you have questions concerning our work or our fees, we hope that you will contact us immediately.

SHERMAN & HOWARD L.L.C.

By: Dee P. Wilson

DPW/al
Enclosure

Accepted and Approved:

CITY OF CASTLE PINES NORTH,
COLORADO

By: Jeffrey T. Huff
Jeffrey T. Huff, Mayor

Date: MAY 18, 2010
by Resolution 10-49

Exhibit A

- A. Sherman & Howard L.L.C. shall not:
- I. knowingly employ or contract with an illegal alien to perform work described in this engagement letter under Scope of Employment (the "Legal Services") or
 - II. enter into a contract with a subcontractor that fails to certify to Sherman & Howard L.L.C. that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the Legal Services.
- B. Sherman & Howard L.L.C.:
- I. has confirmed the employment eligibility of all employees who are newly hired for employment to perform the Legal Services through participation in either the e-verify program or the department program;
 - II. shall not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while performing Legal Services;
 - III. shall be required (only if Sherman & Howard L.L.C. obtains actual knowledge that a subcontractor performing Legal Services knowingly employs or contracts with an illegal alien):
 - (a) to notify the subcontractor and the City within three days that Sherman & Howard L.L.C. has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (a) of this subparagraph (III) the subcontractor does not stop employing or contracting with the illegal alien; except that Sherman & Howard L.L.C. shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien; and
 - IV. shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such department is undertaking pursuant to § 8-17.5-102(5) C.R.S.