

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-66
Series of 2007

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A RESOLUTION APPROVING THE SPECIAL COUNSEL REPRESENTATION AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND KISSINGER & FELLMAN, P.C.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Agreement marked as **Exhibit A**, and attached hereto, between the City and Kissinger & Fellman, P.C., is hereby approved, and the Mayor is authorized to enter into the Agreement on behalf of the City Council of the City of Northglenn.

DATED at Northglenn, Colorado, this ____ day of _____, 2007.

RICK LINDSEY
Mayor Pro Tem

ATTEST:

DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

KISSINGER & FELLMAN, P.C.

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 1941 - 2002

REPRESENTATION AGREEMENT

City of Northglenn, Colorado ("Client"), hereby employs the law firm of Kissinger & Fellman, P.C., ("the Firm") to act as legal counsel in legal matters related to cable franchise agreement negotiations with Qwest Communications. It is agreed that payment of charges by Client to the Firm related to cable franchise agreement negotiations shall not exceed \$19,500.00 without prior authorization from the client. Legal fees and costs will be billed in accordance with the Billing Policies of the Firm set forth on this Representation Agreement which are part of this agreement. It is understood and agreed that the firm's hourly rates may increase in the future.

The Firm's policy is to require from time to time an advance fee deposit/retainer for services and fees from each client prior to beginning any new or additional work on the client's matters. In this particular situation, an initial fee deposit/retainer of \$0.00 has been agreed upon. This deposit/retainer will be placed in the Firm's trust account and applicable disbursements will be made from the trust account to the Firm each month at the time of billing, to cover fees earned and expenses accrued. Client agrees to promptly make such subsequent deposits/retainers as the Firm may require from time to time.

BILLING POLICIES

Our regular hourly charges for professional services of each attorney in the firm are as follows:

Abramson	\$195 per hour	Kissinger	\$325 per hour
Cornish	\$150 per hour	Riley	\$165 per hour
Fellman	\$195 per hour	Paralegal/Law Clerk	\$ 75 per hour
	(reduced hourly rate)		

Adjustments in the Firm's rates and charges do occur from time to time, and we endeavor to notify all our then active clients of any changes at the time they are to take place. Nonetheless we still encourage all client inquiries concerning the rates in effect at the beginning of each project and will provide an updated copy of these Billing Policies upon every request.

If there are services which can be performed by our law clerks or paralegals, this time will be charged at \$75 per hour. Billing will reflect all time expended on clients' matters, such as: office conferences, legal research, telephone calls, correspondence, travel time, drafting, court or hearing preparation and appearances, etc. Direct costs or expenses relating to clients' work (i.e., photocopies, postage, long distance telephone calls, mileage, parking, etc.) will be billed in addition to our hourly charges for professional services rendered.

Billing will normally be between the 20th and the last day of the month covering the services and expenses incurred prior to the 20th of the current month. On matters which are not ongoing, a final billing may be made at the conclusion of the matter.


Our terms are payment in full within 30 days of the date of billing. If payment is not received timely, services and expense advances may be discontinued by the firm until satisfactory arrangements can be made to reinstate any past due account. **Interest** shall accrue at the rate of 1.5% per month on all amounts overdue and unpaid. If collection efforts become necessary on any unpaid amounts, the client

shall be responsible for costs and legal fees related thereto. *There is an annual fee of \$100.00 for the Firm to act as registered agent for any entity.*

DOCUMENT/FILE RETENTION POLICY

When our engagement in this matter ends, we will return to you at your request (preferably written) all materials/property you provided to us during the course of the representation. You agree that we have the right to make copies of all documents generated or received by us from any source during the course of our representation of you. When you request information from your file, the cost of transmitting original documents to you and/or the cost of providing you with copies of other documents will be charged to you. It is your responsibility to secure the return of any documents or property in the file. If arrangements are not made for the return of any documents in your file within seven (7) years following the conclusion of your matter, and there is otherwise no action on the file, the file may be destroyed. During the course of the representation, we may generate certain documents related to the matter that will be retained by us (as opposed to being sent to you) or destroyed. These documents include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and account records, and internal lawyers' work product (such as drafts, notes, internal memoranda, legal research, and factual research, including investigative reports prepared by or for the internal use of lawyers on the case or in the firm). For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials that belong to the law firm within a reasonable time after our final bill for the matter is sent to you.

KISSINGER & FELLMAN, P.C.
Attorneys at Law

By: 
Kenneth S. Fellman
Vice President

CITY OF NORTHGLENN, COLORADO

By: _____ (Date)
Title: _____

Client: City of Northglenn, Colorado
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Northglenn, CO 80233
Telephone: 303-235-2826