

**TOWN OF KEYSTONE  
Summit County, Colorado**

**RESOLUTION 2024-06**

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO  
APPOINTING TOWN ATTORNEY**

WHEREAS, the Town of Keystone is a home rule municipality governed by the Keystone Home Rule Charter; and

WHEREAS, Section 8.2 of the Keystone Home Rule Charter provides that a majority of Town Council shall appoint a Town Attorney; and

WHEREAS, Town Council desires to appoint Jennifer Madsen of the law firm Widner Juran as the Town of Keystone Town Attorney.

**Now, Therefore, be it Resolved by the Town Council of the Town of Keystone, Colorado, that:**

Section 1. The Town Council appoints Jennifer Madsen of Widner Juran to serve as the Town Attorney.

Section 2. The Town Council approves the Fee Agreement with Widner Juran attached as Exhibit A. The Town Council authorizes the Mayor to execute the Fee Agreement.

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

**ADOPTED by a vote of 7 in favor and 0 against, this 8th day of February 2024.**

By: Kenneth D. Riley  
Kenneth D. Riley, Mayor

ATTEST:

Approved as to Form:

By: Madelaine Sidel  
Town Clerk

By: Jennifer Madsen  
Town Attorney

## AGREEMENT FOR LEGAL SERVICES OF TOWN ATTORNEY

### KEYSTONE, COLORADO

**THIS AGREEMENT** ("Agreement") is made effective between **WIDNER JURAN LLP**, a Colorado limited liability partnership with its principal place of business at 13133 E. Arapahoe Road, Suite 100, Centennial, Colorado 80112, (the "Firm"), and the **TOWN OF KEYSTONE, COLORADO**, a municipal corporation of the State of Colorado (the "Town" or "Client").

#### WITNESSETH:

WHEREAS, the Town, by and through its Town Council, wishes to retain the Firm for the purpose of providing legal representation for the Town, and the Firm wishes to provide such representation subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows between the Town and the Firm:

#### 1. APPOINTMENT OF GENERAL LEGAL COUNSEL

A. The Firm is engaged and appointed as general legal counsel to represent and advise the Town with respect to legal matters referred by the Town to the Firm in accordance with this Agreement.

B. Jennifer Madsen is hereby designated and appointed as the Town Attorney. Ms. Madsen will be the primary and principal contact person for the Town in handling all legal matters for the Town. Ms. Madsen may designate other attorneys of the Firm to assist the Town Attorney during periods of the Town Attorney's vacation, illness, injury, or other circumstance reasonably warranting the Town Attorney's absence from service. Other Firm attorneys may also assist in matters under the direction of Ms. Madsen with the goal and understanding that the delegation of work will result in a cost-effective means of providing legal services due to lower billing rate, availability, and/or areas of special expertise. The Firm may represent to third parties and identify in Firm advertising, on the Firm website, and other Firm-sponsored materials that the Firm serves or represents the Town as the Town Attorney for Keystone unless the Town specifically directs the Firm in writing (including email) not to make such representation on a particular matter or to a particular party.

Ms. Madsen may appoint, with prior notice to the Town, another attorney of the Firm to serve with the title of as the Deputy Town Attorney or Assistant Town Attorney without the need to formally amend this Agreement. The Town reserves the right to reject any appointment made by Ms. Madsen at any time. The Town Attorney and the Firm will work cooperatively and in concert with other Town-appointed attorneys who may be appointed by the Town Council to represent the Town on specialized matters.

C. The Firm may utilize other qualified attorneys and para-professionals of the Firm to assist the Town Attorney and provide services to the Town as deemed appropriate by the Town Attorney. The Town shall retain the right to reasonably reject the assignment of any Firm attorney or para-professional. All delegations of

work to other attorneys or para-professionals shall be made with the goal and understanding that the delegation will result in reduced costs and greater efficiency due to lower billing rates and/or areas of special expertise.

- D. The Town authorizes the Firm's attorneys to execute documents connected with the representation of the Town, including pleadings, applications, protests, contracts, commercial papers, settlement agreements and releases, verifications, dismissals, orders, and all other documents, and to represent the Town in matters associated with providing legal services to the Town.

## 2. SCOPE OF LEGAL SERVICES

- A. Subject to direction of the Town through its Town Council, the Mayor, or Town Manager, the Firm shall provide to and coordinate for the Town all usual and customary legal services authorized to and provided by the Town Attorney for comparable towns that engage a law firm on a contract basis for general legal services. The legal services shall include, but not be limited to:
  - i. Representing the Town Council and the various Boards and Commissions of the Town;
  - ii. Providing legal advice and services associated with annexation, zoning, land use development, subdivision, and other land planning applications;
  - iii. Providing legal advice and services for the various administrative departments, divisions, and offices of the Town;
  - iv. Providing legal advice and services in support of the functions and operations of contractors of the Town only to the extent such advice or services are not otherwise imposed as a contract obligation of the contractor;
  - v. Preparing or reviewing all ordinances, contracts, bonds and other written instruments as requested by the Town;
  - vi. Representing the Town in judicial and appropriate administrative proceedings;
  - vii. Advising the Town regarding current municipal laws affecting the Town and changes or developments of such laws; and
  - viii. Providing advice and topical seminars or training to the Town Council, boards and commissions, and Town Staff on a periodic basis.
- B. The Town may authorize the Town Attorney to engage or contract with special legal counsel on any matter deemed appropriate by the Town to advise the Town or to assist the Firm. The Firm shall not engage any special legal counsel without the express approval of the Town and without a written fee agreement or contract between the counsel and the Town.
- C. The Firm shall maintain (without cost to the Town) working relationships with attorneys specializing in fields of interest to municipalities, including but not limited

to condemnation, litigation, and water law. The Firm may recommend hiring special legal counsel with special knowledge and expertise to represent the Town or assist the Firm when it deems reasonable and in the best interest of the Town and in cases of conflict of interest by the Firm. The Firm may also recommend hiring special legal counsel to advise the Town or provide second opinions on matters of extraordinary importance to the Town, including matters involving complex litigation or a substantial financial or other impact on the Town or its residents, considering the Town's budget as a whole, or considering Town functions or programs as a whole, when such matters of extraordinary importance also involve legal uncertainties or complexities.

- D. Any attorneys who are not employed by the Firm, but who are retained in accordance with paragraph 2(B) or 2(C) to perform legal representation, shall be under the general coordination of the Town Attorney although such non-Firm attorneys shall contract directly with the Town and the Firm shall not warrant the quality of work of such non-Firm attorneys or firms. The Firm shall take reasonable steps to prevent duplication of effort or duplication of billing between other attorneys and the Firm. Such coordination and supervision by the Firm shall not be undertaken when special legal counsel is appointed due to a conflict of interest on behalf of the Firm.
- E. Although the Firm and the Firm's attorneys actively seek to avoid potential for conflicts, the Town understands and recognizes that unanticipated conflicts may arise that could impair the ability of the Town Attorney and the Firm to represent the Town on specific legal matters. In such event, the Town Attorney shall comply with the requirements of the Colorado Rules of Professional Responsibility in addressing such conflict with the Town. The Parties understand that the Town is not obligated to waive any conflict in order to permit the Town Attorney to represent the Town.

## 2. COMPENSATION

- A. Compensation Generally. The Town shall compensate the Firm for legal services at rates set forth in **Exhibit A**.
- B. Exclusions from Compensation. The Town shall not incur charges or billing for the following legal services expenses:
  - i. Electronic and hardcopy library and research materials and research librarian services *except* database access charges (e.g., Lexis/Nexis or Westlaw) for legal research billed at Firm cost without administrative mark-up (such access charges are typically \$15.00 - \$25.00 per daily research session due to the Firm's favorable research contract with service providers);
  - ii. Employee benefits;
  - iii. Employee insurance, including malpractice insurance;
  - iv. Training and continuing legal education including attendance at legal conferences and seminars unless such attendance is specifically required by the Town;

- v. Bar and professional licensing expenses and registrations;
- vi. Local professional memberships;
- vii. Firm-owned electronic, computer and computer/network related communications equipment, hardware, software and information technology support services, including personal computers, laptops, computer printers, telefax, and mobile telephones;
- viii. Routine in-Firm copying customarily performed in the day-to-day performance of legal services. Projects requiring *outside-Firm* copying and specialized printing services which may be charged at actual Firm cost without administrative mark-up and the Firm shall seek pre-approval of such costs unless the services are performed under emergency or urgent circumstances to meet deadlines (such as a court imposed litigation deadline);
- ix. Telefax expenses;
- x. Newspapers and professional periodicals;
- xi. Postage for regular mail delivery by United States Postal Service except for mass mailings (with prior Town Manager approval) and special, expedited, or overnight delivery services, which may be charged at cost;
- xii. Office supplies used by the Firm (to include items customarily associated with standard office operations and management such as paper, pens, notebooks, paper files, file folders, tape, paperclips, labels, etc.); and
- xiii. Archival storage and retrieval by the Firm of outdated client files performed in accordance with the Firm's standard client file storage policies; provided, however, that the Firm may relinquish possession of outdated files to the Town for storage at the Town's expense.

- B. Other Fees and Costs. Upon invoice submitted to the Town, the Town shall compensate the Firm for out of-pocket fees and costs incurred on the Town's behalf, including but not limited to filing fees, service of process, expert witness fees (only as pre-authorized by the Town), court reporter fees, transcript fees, recording fees, title company's fees for reports of title, and publication fees. Such fees will be billed to the Town at the Firm's cost without mark-up.
- C. Mileage. Mileage is addressed in **Exhibit A**. Mileage, to the extent billed to the Town in accordance with **Exhibit A**, shall be included in the monthly invoice submitted to the Town for personal use of private vehicles used by the Town Attorney, other Firm attorneys and para-professionals for travel incurred in the direct and exclusive performance of services for the Town. Mileage shall be charged at the Firm's standard mileage rate (not to exceed U.S. Internal Revenue Service published business travel mileage allowance).
- D. Invoices. The Firm shall provide to the Town invoices each month for all legal services performed at an hourly rate. The Town shall pay all undisputed billings from the Firm within thirty (30) days of receipt of invoice. Disputed billing shall not be due and owed until resolution of the dispute. If the Town fails to pay any charges within thirty (30) days of the date of the bill, the Firm may elect, after express electronic mail notification to the Town, 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.

3. AVAILABILITY

- A. Unless otherwise instructed by the Mayor or Town Manager, the Town Attorney shall attend regular Town Council meetings and be reasonably available to provide legal services for the Town Council. Upon reasonable advance notice, the Town Attorney will attend Town Council special meetings, study sessions, Board retreats, and other Town business meetings as requested by the Mayor or Town Manager. During any period where the Town Attorney is unavailable due to illness, vacation, or other circumstance warranting absence, the Deputy Town Attorney or other attorney of the Firm shall attend meetings *as requested by the Town*.
- B. The Town Attorney shall be available to render the services required hereunder on an "on call" basis and, when necessary, shall cause any other Firm attorneys to be available by appointment for consultation with Town representatives.

4. INDEPENDENT CONTRACTOR

- A. Independent Contractor. The Firm shall perform the Services as an independent contractor to the Town and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town other than as a contracting party and independent contractor.

Subject to conformance with Town-adopted policies and procedures and full conformance with Firm's representations set forth in this Agreement, the Firm shall have and maintain the requisite judgment, discretion, and responsibility for and control of the performance of the Services, the discipline of the Firm's employees and other matters incidental to the performance of the Services, duties and responsibilities as described and contemplated in this Agreement. Unless specifically stated otherwise herein, the Firm shall provide and bear the cost of all tools, and any other items, wages, or services required in the performance of the Services, and the Town shall not provide any other assistance or benefits to the Firm for performance of the Services under this Agreement.

- B. Liability for Employment Related Rights and Compensation. The Firm shall be solely responsible for all compensation, benefits, insurance and employment related rights of any person of the Firm providing the services hereunder during the course of or arising or accruing as a result of any Firm employment, whether past or present, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such Firm employment. The Firm will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Firm's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other

amenities of employment to any of the Firm's employees, or any other liabilities whatsoever, unless otherwise specifically provided herein. The following disclosure is provided in accordance with Colorado law:

**FIRM ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS FIRM OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. FIRM FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. FIRM ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.**

5. NON-DISCRIMINATION

During the performance of this Agreement, the Firm shall:

- A. Not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, age, military service, veteran status, marital status, national origin, or disability.
- B. Comply with all state and federal laws, regulations and executive orders regarding non-discrimination applicable to the Town and its programs.

6. ASSIGNMENT

This Agreement for services is personal to the parties hereto and shall not be assigned by either party.

7. TERM AND TERMINATION

- A. This Agreement shall be effective as of the date of execution by both parties which is expected to be approximately February 8, 2024, and may be terminated by either Party, upon written notice, without cause or reason upon thirty (30) days prior written notice to the non-terminating Party. During such period following notice and prior to termination, the Parties shall coordinate the transfer of legal services from the Firm to the Town's selected Town Attorney. The firm hereby waives those rights that may be afforded by State statute and the Town Code with regard to the Town's termination of this Agreement and termination of the Firm's services.
- B. Nothing in this Section shall preclude or prevent the Parties from modifying any notice requirement or term of notice or negotiating other terms for a mutually acceptable termination.

8. CONFLICTS

Unless otherwise agreed by the Town, the Firm shall not accept work on behalf of any client that will create a conflict or the potential for a conflict with the Town.

9. MISCELLANEOUS PROVISIONS

- A. Arbitration. Although the Parties do not expect that any dispute will arise between the Parties, in the unlikely event of any dispute under this Agreement, including a dispute regarding the amount of legal fees or costs owed to the Firm or the quality of the Firm's services, including any claim of malpractice, such dispute shall be subject to binding arbitration. The Town and the Firm acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. This clause does not prevent the Town and the Firm from trying to resolve any dispute through voluntary mediation, but there is no requirement to do so.

Any dispute concerning fees or costs or concerning the quality of the Firm's services, including malpractice claims, shall be submitted to a single arbitrator and the decision of the arbitrator shall be final and binding on both parties. A final judgment can be entered on the arbitration award by a court of competent jurisdiction. The arbitrator shall be selected from the Judicial Arbiter Group, Denver, Colorado, unless the parties agree otherwise. If the parties do not agree on the selection of a single arbitrator within ten (10) days after a demand for arbitration is made, then the arbitrator shall be selected by the Judicial Arbiter Group from among its available professionals.

All arbitrations shall be held in Denver, Colorado, unless the parties mutually agree on some other location. All arbitrations shall proceed under the Commercial Arbitration Rules of the American Arbitration Association, except as modified in this Agreement, unless otherwise agreed by the parties. The arbitrator shall have the discretion to order that the costs of arbitration, fees (including expert witness and reasonable attorneys' fees), and other costs shall be borne by the losing party. Any filing fees or other administrative costs of arbitration shall be divided equally between the Town and the Firm. Arbitration of all disputes, and the outcome of the arbitration, to the extent legally permissible, shall remain confidential between the parties.

- B. Privacy Policy. The Firm's "Privacy Policy Notice" is attached to this Agreement as **Exhibit B**. The Firm will conduct its representation of the Town in accordance with this policy.
- C. Document Ownership. Files maintained by the Firm as the result of the performance of services for the Town shall remain property of the Firm during representation of the Town. Immediately upon termination of this Agreement, files maintained by the Firm shall become property of the Town and, in addition, the Firm shall coordinate with the Town to arrange for the prompt transfer of such files to the Town at the Town's expense.
- D. Insurance. The Firm shall maintain at its sole expense throughout the term of this Agreement a policy of general liability insurance and a policy of professional liability



insurance, each with a minimum combined single limit of \$500,000 per occurrence/claim and \$1,000,000 aggregate. In the case of any claims-made policy, the necessary retroactive date(s) and extended reporting period(s) shall be procured to maintain continuous coverage for services under this Agreement.

- E. Any amendments or alterations to this Agreement will be agreed to by both parties, in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands this 8th day of February, 2024.

**TOWN OF KEYSTONE, COLORADO**

ATTEST:

By: Madelin Dielo  
~~Interim~~ Town Clerk

By: Kenneth D Riley  
Kenneth D. Riley, Mayor

**WIDNER JURAN LLP**

By: Jennifer Madsen  
Jennifer Madsen, Partner

## Exhibit A

Widner Juran LLP shall provide legal services as the Town Attorney to the Town of Keystone in accordance with the following fee schedule:

### A. Hourly Rates for General Legal Services

#### 1. Rates effective January 1, 2025:

Jennifer Madsen \$225/hour

Attorneys with 10 plus  
years experience \$225/hour

Attorneys with less than  
10 years experience \$200/hour

The years of experience for an attorney is based on time elapsed since graduation from law school.

The Firm agrees to provide services to the Town of Keystone at an introductory rates for 2024 as follows:

#### 2. Introductory Rates (February 8, 2024 through December 31, 2024)

Jennifer Madsen \$200/hour

Attorneys with 10 plus  
years experience \$200/hour

Attorneys with less than  
10 years experience \$175/hour

Effective January 1, 2025, the attorney rates will automatically increase to the rates identified in paragraph A.1. above.

Rates *may* at the Firm's discretion be increased annually on January 1 of each year in an amount no greater than 4%.

### B. Litigation Rates

For matters handled after filing of a lawsuit (initial complaint) by or against the Town of Keystone in any court or administrative tribunal, the hourly rates for General Legal Services above will apply. For litigation matters deemed by the Firm to be more complex than typical municipal litigation (e.g., multi-party litigation, federal court litigation, or constitutional claims), the Firm reserves the right to increase litigation billing rates by \$10.00 per hour over the then-applicable general billing rate.

### C. Travel Expenses – Attorney Time and Mileage Charge

1. Hourly Rates: The Firm will charge 50% of the attorney's regular hourly rate for travel to attend/return from Keystone for attendance at meetings or other matters.

2. Mileage Charges: The Firm will charge a per-mile charge (up to the IRS allowed business mileage charge) for the Town Attorney or other attorney's travel to or from special meetings.

**D. Pass Through Rates**

In accordance with a Town Policy (either existing or to be later adopted) rates for attorney services that are passed-through and paid by others such as land developers, property owners seeking annexation, or applicants for forms of Town approval, the following rates for services will apply:

Jennifer Madsen                      \$280/hour

Attorneys with 10 plus  
years experience                      \$280/hour

Attorneys with less than  
10 years experience                      \$220/hour

Attorney travel time (in full) and mileage charges shall be included as obligations for payment where travel and attendance is paid by others such as land developers, property owners seeking annexation, or applicants for forms of Town approval.

**Exhibit B**  
**WIDNER JURAN LLP PRIVACY POLICY NOTICE**

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Attorneys, like other professionals, who advise on certain personal matters, are required by federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by federal law. Maintaining your trust and confidence is a high priority to our law firm. The purpose of this notice is to comply with the federal law by explaining our privacy policy with respect to your personal information.

**NONPUBLIC PERSONAL INFORMATION WE COLLECT:**

In the course of providing services to our clients, we collect personal and financial information about our clients that is not available to the public and which is provided to us by our clients or obtained by us with their authorization or consent.

**PRIVACY POLICY:**

As a current or former client of Widner Juran LLP, please be assured that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

**CONFIDENTIALITY AND SECURITY:**

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.

Widner Juran LLP