

SUBJECT: APPROVAL OF APPOINTMENT OF PROSECUTING ATTORNEY

DATE: MARCH 5, 2024

**PRESENTED BY: MAYOR CHRIS LEH
COUNCILMEMBER DIETRICH HOEFNER**

SUMMARY:

The City's Prosecuting Attorney Colette Cribari retired at the end of 2023. Mayor Leh and Councilmember Hoefner were appointed to work with staff on the request for proposals and to conduct the interviews of candidates.

Staff put out a request for proposals and received four from qualified law firms. After interviewing all four firms, Mayor Leh and Councilmember Hoefner conducted reference checks on two firms.

After reviewing proposals and considering references, Mayor Leh and Councilmember Hoefner recommend the Council appoint the Ausmus Law Firm as Prosecuting Attorney. Tricia McCarthy of the firm will act as the primary attorney for the Louisville Municipal Court.

FISCAL IMPACT:

Ausmus will charge the City \$1500 per court session and \$155/hour for all work done outside of the court day. These costs are already covered in the 2024 budget (101130 542000).

RECOMMENDATION:

Approve contract with the Ausmus Law Firm to act as Prosecuting Attorney. Allow staff and the contractor to negotiate nonsubstantive changes to the draft contract as approved by the City Attorney.

ATTACHMENT(S):

1. Draft Contract

CONTRACT FOR CITY PROSECUTOR

This Contract is made and entered this 5th day of March, 2024 by and between the City of Louisville ("City"), a Colorado home rule municipal corporation and the Ausmus Law Firm, P.C. ("Attorney").

WHEREAS, the City is in need of a prosecutor for the City's municipal court; and

WHEREAS, the Attorney is experienced in the field of municipal court prosecution, and is willing and able to serve as the City Prosecutor.

THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. Appointment. The City hereby appoints the Attorney as City Prosecutor for the Louisville Municipal Court, and the Attorney hereby accepts the appointment to the position of City Prosecutor. It is understood that the work of the Attorney will be performed by Ms. Tricia McCarthy or others in the firm designated by her, but that Ms. Tricia McCarthy shall be principally responsible to the City for that work.

2. Term. The services to be performed by the Attorney shall begin upon appointment and shall terminate on the Attorney's removal or resignation.

3. Removal or Resignation. The Attorney shall serve at the pleasure of the City Council and may be removed from the position of City Prosecutor at any time by affirmative vote of four members of the City Council, the removal to take effect upon written notice to the Attorney. Attorney expressly waives any rights to a charge in writing or an opportunity for a hearing prior to removal. The Attorney shall be automatically removed from the position upon the appointment by the City Council of a different City Prosecutor; provided, however, Attorney's appointment as City Prosecutor shall not be affected by the City Council's appointment of one or more back-up prosecutors to serve in the Louisville Municipal Court.

The Attorney may voluntarily resign as City Prosecutor by providing at least sixty (60) days' advance written notice to the City Council, unless a shorter notice period is agreed to by the City Council.

4. Services. The Attorney shall perform all duties of the Prosecutor required by Constitution, statute, Supreme Court rule, or ordinance.

5. Compensation. The City agrees to pay the Attorney \$1,500.00 per monthly court session, and \$155.00 per hour for all services performed under this Contract outside of the monthly court session. The Attorney agrees to bill the City monthly, indicating the services performed and the dates of service. Attorney's expenses and time for travel to and from Louisville shall not be billed separately to the City.

6. Independent Contractor Status. The Attorney is an independent contractor and not an employee or agent of the City. Nothing herein shall be construed as establishing a quality standard for Ms. McCarthy or any other individual, or as establishing any right on the part of the City to oversee the actual work of the Attorney or to instruct any individual as to how the work will be performed.

7. Professional Liability Insurance. The Attorney shall procure and maintain on behalf of each person performing services pursuant to this Contract Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. Such policy or policies shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

8. Amendment. Any amendment to this Contract shall be in writing, signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates shown.

CITY OF LOUISVILLE

By: _____
Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

AUSMUS LAW FIRM, P.C.

By: _____
