

SUBJECT: APPROVAL OF SPECIAL COUNSEL RETENTION AGREEMENT

DATE: JULY 9, 2024

PRESENTED BY: KATHLEEN KELLY, CITY ATTORNEY

SUMMARY:

The attached Retention Agreement to engage attorney Marilee Langhoff as special counsel is presented for the City Council's consideration. Ms. Langhoff is an experienced employment law attorney who has agreed to provide specialized legal counsel, advice and guidance to the City Council for informational purposes with regard to various personnel matters and processes.

RECOMMENDATION:

City Council approve the Retention Agreement and authorize the Mayor to sign it on behalf of the City.

ATTACHMENT(S):

1. Retention Agreement

STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☒	 Reliable Core Services
☐	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

MARILEE E. LANGHOFF, P.C.
ATTORNEY AT LAW

7313 SOUTH PLATTE RIVER PARKWAY, UNIT 104 ♦ LITTLETON ♦ COLORADO ♦ 80120

July 9, 2024

City of Louisville
c/o Mayor Chris Leh

Re: Special Counsel Retention Agreement

Dear Mayor Leh:

This letter will confirm the retention of Marilee E. Langhoff, P.C. as Special Counsel for the City of Louisville to provide legal advice, counsel and guidance on employment matters including various personnel matters and processes for informational purposes at your direction. This letter is intended to formalize this relationship and set out the pertinent terms of this Retention.

The charges related to work performed by Marilee Langhoff will be based on a reduced hourly rate of \$375.00. Paralegal/legal assistant time, if any, will be billed at the hourly rate of \$90.00. Mileage will be charged at the rate authorized by the City for its employees. Large copy projects will be billed at .10 cents per page. Charges for FedEx or other out of pocket expenses will be billed at cost. Should retention of a skilled workplace investigator be required, the City authorizes this firm to retain such an investigator in an amount not to exceed \$15,000.00 unless otherwise authorized in writing.

My general practice is to bill monthly for the work performed and costs incurred in the previous month. Invoices are generally sent within the first 10 days of the month and I ask that payment be made for any invoice within fifteen days of receipt.

The City may terminate this agreement at any time and for any reason. Payment of any work performed, and costs incurred, prior to termination will be due and payable within 15 days of the receipt of the associated invoice.

At the conclusion of this engagement, I will retain any hard file for 60 days at which time the City may retrieve that file, or the file may at any time thereafter be disposed of at my discretion.

If these terms are acceptable to the City, please execute one original and return it to this office via e-mail or regular mail.

I look forward to working with you on this matter.

Sincerely,


Marilee Langhoff

AGREED: _____
City of Louisville by Mayor Chris Leh

DATE: _____